

TRANSPORTATION ACCESS PLAN AGREEMENT
entered into between
THE CITY OF BOSTON TRANSPORTATION DEPARTMENT
And
SOUTH STATION PHASE I OWNER LLC
for Phase 1 of the
South Station Air-Rights Development
640-698 Atlantic Avenue

This Transportation Access Plan Agreement (hereinafter "TAPA") is entered into this 17th day of August, 2017 by and between the CITY OF BOSTON, acting through its TRANSPORTATION DEPARTMENT with offices at One City Hall Plaza, Room 721, Boston, Massachusetts, 02201, (hereinafter "BTD") and South Station Phase I Owner LLC (hereinafter "Developer") with a principal place of business c/o Hines, One International Place, 11th Floor, Boston, MA 02110.

WHEREAS, the Developer has completed the review process required by Article 80 of the Boston Zoning Code (hereinafter "Article 80 Review"), which review process contains a Transportation Component, (see *Section 80B-3 (1)*); and

WHEREAS, the Developer acknowledges that the construction and operation of the Development will impact the transportation network within the City of Boston; and

WHEREAS, BTD and the Developer desire to mitigate such transportation impacts through a Construction Management Plan (hereinafter "CMP"), and a Transportation Access Plan Agreement (hereinafter "TAPA");

Now, therefore, in consideration thereof, the following is agreed between BTD and the Developer (hereinafter "Parties"):

Section 1. Definitions and Exhibits

- A. **"Access Plan"** shall mean the Transportation Sections of the Project Notification Form, Draft Project Impact Report, Final Project Impact Report and any supplemental information as developed through the Article 80 Review process.
- B. **"Article 80 Review"** shall mean the City of Boston Development review requirements, regulations and process, as defined in Article 80 of the Boston Zoning Code.
- C. **"BTD"** shall mean the City of Boston Transportation Department, with offices at One City Hall Plaza, Room 721, Boston, Massachusetts, 02201, its successors and assigns.
- D. **"CMP"** shall mean the Construction Management Plan.

- E. **“Development”** shall mean the Development discussed in this TAPA and summarized in Section 2 A.
- F. **“Developer”** shall mean the Developer described above.
- G. **“ISD”** shall mean the City of Boston Inspectional Services Department with offices at 1010 Massachusetts Avenue, Boston, Massachusetts, 02118, its successors and assigns.
- H. **“PIC”** shall mean the Public Improvement Commission of the City of Boston with offices at One City Hall Plaza, Room 714, Boston, Massachusetts, 02201, its successors and assigns.
- I. **“City”** shall mean the City of Boston.
- J. **“PWD”** shall mean the Public Works Department of the City of Boston with offices at One City Hall Plaza, Room 714, Boston, Massachusetts, 02201, its successors and assigns.
- K. **“Site”** shall mean the parcel(s) as set forth in the Site Plan (*Exhibit A*). The legal description of the Site is more fully set forth in *Exhibit B*.
- L. **“Site Plan”** shall mean the Development’s Site Plan as approved by BTB and set forth more fully in *Exhibit A*. The Site Plan is subject to change by BTB and/or PIC.
- M. **“TAPA”** shall mean this Transportation Access Plan Agreement.

Section 2. Development and Mitigation Summary

A. Development Summary

Described below is a summary of the proposed Development:

Phase 1 of the South Station Air Rights Development Project (the “Project Phase” and/or “Phase 1” and/or the “Site”) will entail the construction of a 43-story tower that will encompass approximately 711,000 sf of office space on floors 1 through 26 that will include accessory retail and conference facilities, and approximately 321,000 sf of residential space on floors 28 through 43 that will contain approximately 175 residential units.

The Project Phase is more particularly described in a Notice of Project Change (NPC) submitted to the Boston Redevelopment Authority (“BRA”) on July 29, 2016.

The Project Phase is Phase 1 of the South Station Air Rights Development Project which is subject to a PDA Master Transportation Access Plan Agreement dated as of August 17, 2017 (the “Master TAPA”).

B. Mitigation Summary

In order to mitigate the impacts of the Development a summary of the major mitigation commitments is described below:

Subject to review and approval of any governmental agency with jurisdiction including, without limitation, BTD, the BPDA, MassDOT, the MBTA and PIC, the Project Phase will provide the following improvements:

Off-Site Improvements

Adaptive Traffic Signal Control

Design and install adaptive traffic signal control technologies at 10 intersections along Atlantic Avenue, Surface Road and Essex Street as follows:

1. Atlantic Avenue at Kneeland Street
2. Atlantic Avenue at Beach Street
3. Atlantic Avenue at Essex Street
4. Atlantic Avenue at Summer Street
5. Essex Street at South Street
6. Kneeland Street at Lincoln Street
7. Surface Road at Summer Street
8. Surface Road at Essex Street and Lincoln Street
9. Surface Road at Beach Street
10. Surface Road at Kneeland Street

Atlantic Avenue Sidewalk, Streetscape and Curbside Use

- ◆ Reconstruct the sidewalk and streetscape area along the Site frontage on Atlantic Avenue commensurate with the phasing of the Development, generally from north to south, to include a review and upgrade (as needed) of pedestrian level lighting, along the Atlantic Avenue corridor frontage of the Project Phase.
- ◆ Redesign/reconfigure the curb-side use along Atlantic Avenue between Summer Street and Kneeland Street and along Summer Street between Atlantic Avenue and Dorchester Avenue generally consistent with the curbside use plan developed for the SSX project and as modified to accommodate the installation of the Project driveways, the relocation or addition of a curb-side (i.e., no curb modifications) bus stop along Summer Street in the vicinity of the Federal Reserve Building and any changes to curb use along Summer Street adjacent to 245 Summer Street which are mutually agreeable to MassDOT and BTD.

Atlantic Avenue/Summer Street

In coordination with the MBTA, eliminate the pedestrian crossing conflict by restriping the Atlantic Avenue northbound approach (convert the shared left-turn/through lane to a through lane) and providing diagonal crossing markings in the intersection if this can be done without increasing pedestrian wait times; replace crosswalk markings with high-visibility ladder-style crosswalk markings; design and implement an optimal traffic signal timing, phasing and coordination plan.

Atlantic Avenue/Beach Street

Replace crosswalk markings with high-visibility ladder-style crosswalk markings; design and implement an optimal traffic signal timing, phasing and coordination plan.

Surface Road/Essex Street/Lincoln Street

Reorient/relocate pedestrian signal indications for crossing the northern leg of the intersection between Surface Road southbound and the I-93 northbound on-ramp to improve visibility; widen the pedestrian refuge island between the I-93 northbound ramp and Surface Road and provide detectable warning panels; provide additional "walk" time through pedestrian lead intervals during the concurrent pedestrian phases; provide a more direct east-west pedestrian connection along Essex Street by installing a new crosswalk along the southern east-west crossing from Essex Street to the large median; replace crosswalk markings with high-visibility ladder-style crosswalk markings; evaluate and adjust sign heights to meet MUTCD mounting height requirements; design and implement an optimal traffic signal timing, phasing and coordination plan.

Atlantic Avenue/Kneeland Street/Frontage Road/I-90 Off-Ramp

Replace/upgrade the vehicle detection system on the MBTA access drive to allow for the access drive phase to be skipped if there is no vehicle present; replace crosswalk markings with high-visibility ladder-style crosswalk markings; design and implement an optimal traffic signal timing, phasing and coordination plan; install audible pedestrian signals.

Lincoln Street/Beach Street

Review location of STOP-sign and relocate as necessary to maximize visibility and ADA compliance; install W16-7P signs (downward arrow) to supplement the pedestrian crossing warning signs.

Lincoln Street/Tufts Street

Install W16-7P signs (downward arrow) to supplement the pedestrian crossing warning signs.

Pedestrian Improvements

- ◆ Reconstruct non-ADA compliant wheelchair ramps at the following intersections:
 1. Atlantic Avenue/Beach Street
 2. Atlantic Avenue/Essex Street
 3. Atlantic Avenue/Summer Street
- ◆ To the extent approved by BTDC, The Boston Disability Commission, and any other required regulatory authority, design and construct a pedestrian crossing of Atlantic Avenue to be situated between Essex Street and Beach Street.

Bicycle Improvements

Improve bicycle connectivity into Dewey Square along Atlantic Avenue by providing (by means of signs and pavement markings) a bicycle lane along the west side of Atlantic Avenue from Kneeland Street to Essex Street.

Public Transportation Improvements

The Developer will design and construct a new Silver Line drop-off along the west side of Atlantic Avenue at One Financial Center as a relocation of the current drop-off area along Essex Street. The Developer's commitment to the design and construction of the relocated

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drop-off area shall not exceed \$250,000. In the event that the Developer determines that the design and construction of the relocated drop-off area will exceed \$250,000, or if this improvement is not approved by relevant agencies, the Developer will so notify BTDA and BTDA may request that the Developer complete an alternative mitigation measure(s) of equivalent cost.

Traffic Monitoring Program

Implement a Traffic Monitoring Program as further described in Section 4.C.f.

Section 3. Site Access and Parking Management

A. Site Plan

The 1:20 scale Site Plan is attached as *Exhibit A*, signed and stamped by a licensed engineer in the state of Massachusetts, and approved by BTDA. The Site Plan is subject to change by BTDA and/or PIC.

Described below are the elements that have been included in the Site Plan:

- Public right-of-way layout
- Sidewalk/pedestrian ramps
- Curbscuts/driveways
- Truck turning paths for a design vehicle approved by BTDA at entrances to all loading areas and intersections
- Traffic control devices (signs, signals, pavement markings, etc.)
- Existing and proposed curb regulations for on-street parking
- Hydrants
- Sidewalk furniture, bicycle racks
- Truck turning path plotted on 1:20 scale plan for a design vehicle approved by BTDA at entrances to all loading areas and intersections

Modifications to the Site Plan materially affecting site access, site operations, and/or local area circulation will be fully coordinated among the Developer, BTDA and PIC. Notwithstanding anything else provided in this TAPA, any changes to the Site Plan by BTDA or PIC shall require approval by the Developer.

B. Site Access

- a. Described below is a summary of the vehicular ingress and egress as depicted in the Site Plan (*Exhibit A*):

As shown on the site plan illustrated in Exhibit A:

- Access to the Site and the associated parking garage will be provided by the South Station Connector and the ramp system that serves the South Station Bus Terminal, as well as by way of two vehicle entrances (one entering drive and one exiting drive) located off Atlantic Avenue. Loading and delivery activities will occur in a designated off-street loading area accessed from the

South Station Connector and the ramp system that serves the South Station Bus Terminal.

- Passenger drop-off/pick-up activities will occur both within the parking garage as well as along Atlantic Avenue, with curbside use (other than curb cuts for parking entrance and exit) limited to taxis, livery vehicles or ride hailing vehicles or as defined by BTM.
- An internal gate system will be provided within the parking garage at the P-1 Level that will restrict vehicles from exiting the parking garage to Atlantic Avenue during peak times when it is determined that there is not sufficient capacity to accommodate exiting vehicles. The Developer will consult with BTM Engineering to provide traffic operations/performance data for Atlantic Avenue as a metric to determine when the exit to Atlantic Avenue will be closed. Dynamic guide signs will be provided within the parking garage to direct exiting vehicles to the South Station Connector when the Atlantic Avenue exit from the parking garage is closed.
- The Developer agrees not to employ the use of a police detail to facilitate access to/from the Project Phase by way of Atlantic Avenue under typical operating conditions (i.e., excepting special events, construction and maintenance activities, or similar conditions where a permit would be required from BTM).

- b. Described below is a summary of the truck loading and service management as depicted in the Site Plan (*Exhibit A*):

Loading and delivery activities associated with the Project Phase will occur in a designated off-street loading area accessed from the South Station Connector and the ramp system that serves the South Station Bus Terminal. The loading area will be located internal to the structures that will occupy the Site and have been designed to accommodate the turning and maneuvering requirements of a tractor semi-trailer combination (WB-40 design vehicle). The loading area accessed from the South Station Connector will include 10 bays.

The loading area will be managed by the building management team, and signs will be posted in the loading areas informing drivers of the five-minute idle time. Loading and delivery activities will be carefully coordinated, scheduled and managed by the property management team to ensure that truck activity impacts associated with the Development are minimized during the commuter peak hours and avoid sensitive streets within the City.

C. Parking Management

Described below is the Development's parking management plan:

Not more than 527 new parking spaces will be constructed but may be used in their entirety upon completion of the Project Phase and prior to completion of Phase 2 of the South Station Air Rights Development. However, not less than 82 of such new parking spaces must be allocated to the Phase 1 office users on an "at-will" basis until Phase 2 is constructed. Upon completion the Phase 2, such 82 spaces will become allocated to the occupants of the Phase 2.

Electric Vehicle Parking

Five (5) percent of the parking spaces to be constructed as a part of the Project Phase will include electric vehicle (EV) charging stations, with accommodations (reserve conduit and space available for electric system components) provided to expand the number of EV charging stations from 5% to 15%.

Car-Share Parking

The Developer will provide two (2) parking spaces as a part of the Project Phase for use by car-share services.

Bicycle Parking

Secure/Covered Bicycle Parking:

- 1.0 secure/covered bicycle parking space will be provided per residential unit and 0.3 secure/covered bicycle parking spaces will be provided per 1,000 sf of office net rentable area, unless otherwise approved by BTM.

Outdoor/Covered or Outdoor/Open:

- 18 Outdoor bicycle parking spaces will be provided.
- One (1) bike-share station will be provided for the Project Phase, unless otherwise approved by BTM. The location of the bikeshare station will be determined by BTM; if the station is to be located along the South Station Air Rights Development Project frontage on Atlantic Avenue, BTM will consult the Developer on the location.

Audible and visual pedestrian warning devices will be installed at the Site driveways serving the garage and loading areas to warn pedestrians of vehicles that may be exiting the driveways.

Section 4. Mitigation and Timeline

A. Required before issuance of a Building or Foundation Permit by ISD (whichever is needed first by the Developer).

- a. A signed and executed copy of this Agreement (TAPA).
- b. An approved Construction Management Plan (CMP), (*BTM Requirements for Construction Management Plan (CMP) are set forth in Appendix 1*).

B. Required after issuance of the first Building or Foundation Permit by ISD (whichever is needed first by the Developer).

Traffic Monitoring Equipment

In order to monitor construction and/or for long-term traffic and intersection monitoring, the Developer, when required, shall:

Subject to review and approval by BTM, PIC, MassDOT and/or the MBTA, as applicable, the Developer will design and install adaptive traffic signal control technologies at 10 intersections along Atlantic Avenue, Surface Road and Essex Street prior to the issuance of the final Certificate of Occupancy for the Project Phase as follows:

1. Atlantic Avenue at Kneeland Street
2. Atlantic Avenue at Beach Street
3. Atlantic Avenue at Essex Street
4. Atlantic Avenue at Summer Street
5. Essex Street at South Street
6. Kneeland Street at Lincoln Street
7. Surface Road at Summer Street
8. Surface Road at Essex Street and Lincoln Street
9. Surface Road at Beach Street
10. Surface Road at Kneeland Street

C. Required before issuance of a Certificate of Occupancy by ISD.

Transportation Systems Improvements

When required, in order to mitigate the transportation impacts of the Development, the Developer shall implement the following Transportation System Improvements. These improvements will offset the transportation impacts of the Development on roadways, sidewalks, intersections and public transit. BTM Requirements for Implementation of Transportation System Improvements are set forth in *Appendix 2*.

a. Geometric Changes to Public Right-of-Way:

Described below are the Developer's commitments for changes to the Public Right-of-Way:

As illustrated in Exhibit A and subject to review and approval by BTM, PIC, MassDOT and/or the MBTA, as applicable, the Developer will complete the following improvements:

Sidewalk and Streetscape

- ◆ Reconstruct the sidewalk and streetscape area along the Site frontage on Atlantic Avenue commensurate with the Project Phase, to include a review and upgrade (as needed) of pedestrian level lighting.
- ◆ Redesign/reconfigure the curb-side use along Atlantic Avenue between Summer Street and Kneeland Street and along Summer Street between Atlantic Avenue and Dorchester Avenue generally consistent with the curbside use plan developed for the SSX project and as modified to accommodate the installation of the Project driveways, the relocation or addition of a curb-side (i.e., no curb modifications) bus stop along Summer Street in the vicinity of the Federal Reserve Building and any changes to curb use along Summer Street adjacent to 245 Summer Street which are mutually agreeable to MassDOT and BTM.

Surface Road/Essex Street/Lincoln Street

Widen the pedestrian refuge island between the I-93 northbound ramp and Surface Road and provide detectable warning panels.

Pedestrian Improvements

- ◆ Reconstruct non-ADA compliant wheelchair ramps at the following intersections:
 1. Atlantic Avenue/Beach Street
 2. Atlantic Avenue/Essex Street
 3. Atlantic Avenue/Summer Street
- ◆ To the extent approved by BTM and any other required regulatory authority, design and construct a pedestrian crossing of Atlantic Avenue to be situated between Essex Street and Beach Street.

b. Traffic Signal System Improvements:

Described below are the Developer's commitments for Traffic Signal System Improvements:

Subject to review and approval by BTM, PIC, MassDOT and/or the MBTA, as applicable, the Developer will design and install traffic signal equipment as necessary at the following intersections:

Adaptive Traffic Signal Control

Design and install adaptive traffic signal control technologies at 10 intersections along Atlantic Avenue and Surface Road as follows:

1. Atlantic Avenue at Kneeland Street
2. Atlantic Avenue at Beach Street
3. Atlantic Avenue at Essex Street
4. Atlantic Avenue at Summer Street
5. Essex Street at South Street
6. Kneeland Street at Lincoln Street
7. Surface Road at Summer Street
8. Surface Road at Essex Street and Lincoln Street
9. Surface Road at Beach Street
10. Surface Road at Kneeland Street

Atlantic Avenue/Summer Street

Design and implement an optimal traffic signal timing, phasing and coordination plan.

Atlantic Avenue/Beach Street

Design and implement an optimal traffic signal timing, phasing and coordination plan.

Surface Road/Essex Street/Lincoln Street

Reorient/relocate pedestrian signal indications for crossing the northern leg of the intersection between Surface Road southbound and the I-93 northbound on-ramp to

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improve visibility; provide additional “walk” time through pedestrian lead intervals during the concurrent pedestrian phases; design and implement an optimal traffic signal timing, phasing and coordination plan.

Atlantic Avenue/Kneeland Street/Frontage Road/I-90 Off-Ramp

Replace/upgrade the vehicle detection system on the MBTA access drive to allow for the access drive phase to be skipped if there is no vehicle present; replace crosswalk markings with high-visibility ladder-style crosswalk markings; design and implement an optimal traffic signal timing, phasing and coordination plan; install audible pedestrian signals.

c. Pavement Markings and Sign Improvements:

Described below are the Developer's commitments for Pavement Markings and Sign Improvements:

Subject to review and approval by BTM, PIC, MassDOT and/or the MBTA, as applicable, the Developer will design and install pavement markings and signage at the following locations:

Curbside Use

Redesign/reconfigure the curb-side use along Atlantic Avenue between Summer Street and Kneeland Street and along Summer Street between Atlantic Avenue and Dorchester Avenue generally consistent with the curbside use plan developed for the SSX project and as modified to accommodate the installation of the Project driveways, the relocation or addition of a curb-side (i.e., no curb modifications) bus stop along Summer Street in the vicinity of the Federal Reserve Building and any changes to curb use along Summer Street adjacent to 245 Summer Street which are mutually agreeable to MassDOT and BTM.

Atlantic Avenue/Summer Street

In coordination with the MBTA, eliminate the pedestrian crossing conflict by restriping the Atlantic Avenue northbound approach (convert the shared left-turn/through lane to a through lane) and providing diagonal crossing markings in the intersection if this can be done without increasing pedestrian wait times; replace crosswalk markings with high-visibility ladder-style crosswalk markings.

Atlantic Avenue/Beach Street

Replace crosswalk markings with high-visibility ladder-style crosswalk markings.

Surface Road/Essex Street/Lincoln Street

Provide a more direct east-west pedestrian connection along Essex Street by installing a new crosswalk along the southern east-west crossing from Essex Street to the large median; replace crosswalk markings with high-visibility ladder-style crosswalk markings; evaluate and adjust sign heights to meet MUTCD mounting height requirements.

Atlantic Avenue/Kneeland Street/Frontage Road/I-90 Off-Ramp

Replace crosswalk markings with high-visibility ladder-style crosswalk markings..

Lincoln Street/Beach Street

Review location of STOP-sign and relocate as necessary to maximize visibility and ADA compliance; install W16-7P signs (downward arrow) to supplement the pedestrian crossing warning signs.

Lincoln Street/Tufts Street

Install W16-7P signs (downward arrow) to supplement the pedestrian crossing warning signs.

d. Public Transportation Improvements:

Described below are the Developer's commitments for Public Transportation Improvements:

Subject to review and approval by BTM, PIC, MassDOT and/or the MBTA, as applicable, the Developer will provide the following improvements:

- ◆ The Developer will design and construct a new Silver Line drop-off along the west side of Atlantic Avenue at One Financial Center as a relocation of the current drop-off area along Essex Street. The Developer's commitment to the design and construction of the relocated drop-off area shall not exceed \$250,000. In the event that the Developer determines that the design and construction of the relocated drop-off area will exceed \$250,000, or if this improvement is not approved by relevant agencies, the Developer will so notify BTM and BTM may request that the Developer complete an alternative mitigation measure(s) of equivalent cost.
- ◆ The capacity of the South Station Bus Terminal will be increased by 50 percent (approximately 106,000 sf) on property owned by the MBTA to include an additional 12 berths.
- ◆ More convenient connections between the bus terminal and other modes at South Station will be provided.
- ◆ A weather protected environment will be provided for all patrons at South Station in accordance with the Site Plan.
- ◆ The train station platform circulation area will be increased to reduce congestion.
- ◆ An architecturally significant public space will be provided at the train station concourse that will enhance South Station as a gateway to the City.
- ◆ Improved lighting, fire, life safety and security enhancements will be provided in the rail yard and platform areas.
- ◆ Access and safety enhancements will be provided for transit patrons with disabilities.
- ◆ Wayfinding signs will be provided to direct passengers to/from the South Station Bus Terminal and the train platform area and headhouse to the pick-up/drop-off zone

within the parking garage. The installation of said signs is subject to the review and approval of the MBTA.

e. Street Furniture Improvements:

Described below are the Developer's commitments for Street Furniture Improvements:

Subject to review and approval by BTM, PIC, MassDOT and/or the MBTA, as applicable, the Developer will provide landscape and streetscape improvements at the following locations:

- ◆ Reconstruct the sidewalk and streetscape area along the Site frontage on Atlantic Avenue commensurate with the Project Phase, to include a review and upgrade (as needed) of pedestrian level lighting.

f. All Other Mitigation:

Described below are other commitments by the Developer not addressed above:

Within one-year after receipt of the Final Certificate of Occupancy for the Project Phase:

The Developer will conduct manual TMCs, pedestrian counts and bicycle counts during the weekday morning (7:00 to 9:00 a.m.) and evening (4:00 to 6:00 p.m.) peak periods at the following intersections in the South Station area:

1. Atlantic Avenue/Kneeland Street/Frontage Road/I-90 Eastbound Off-Ramp
2. Atlantic Avenue/Beach Street
3. Atlantic Avenue/Project Garage Exit
4. Atlantic Avenue/East Street/ Project Garage Entrance
5. Atlantic Avenue/Essex Street
6. Atlantic Avenue/Summer Street
7. Summer Street/Purchase Street
8. Surface Road/Essex Street/Lincoln Street
9. Surface Road/Beach Street
10. Kneeland Street/South Street
11. Kneeland Street/Lincoln Street
12. Kneeland Street/Surface Road
13. Surface Road/South Station Connector
14. South Station Connector/Lincoln Street
15. Essex Street/South Street

The Developer will prepare a Synchro™ network for the defined intersections each time that the TMCs are completed, and will perform a detailed capacity analysis for each peak period (weekday morning and evening peak hours). In conjunction with this analysis, the Developer will provide recommendations regarding potential modifications to the traffic signal timing and sequencing as may be required in order to improve intersection operations, and will provide long-term recommendations concerning potential future intersection improvements that could be undertaken by the City or others to facilitate the safe and efficient movement of vehicles and pedestrians in the South Station area. The Synchro™ network, analysis and data files will be provided to BTM and MassDOT, and will be summarized in a written report. This information will be

provided to BTM and MassDOT prior to the end of the calendar year in which the data is collected and analyzed.

D. Required after issuance of Certificate of Occupancy by ISD.

Transportation Demand Management (hereinafter "TDM") Measures

In order to mitigate the transportation impacts of the Development on an ongoing basis after the Development is occupied, the Developer shall institute TDM Measures. TDM Measures minimize the use of automobiles being used by one person, also known as Single Occupancy Vehicle use (hereinafter "SOV") and maximize the use of alternative modes of transportation. This will reduce traffic congestion and air pollution and provide employees with incentives for flexible work time.

a. Transportation Management Association (hereinafter "TMA") Membership

The Developer shall work with other area businesses in implementing TDM Measures. Joining and participating in a local TMA will satisfy this requirement. TMA's can provide many of the required TDM Measures, including ridematching, guaranteed ride home, and transit information and promotional materials.

Described below are the Developer's commitments to TMA membership:

Written evidence will be provided to BTM by and through the A Better City TMA affirming that the Developer has contacted other area businesses to coordinate the implementation of the TDM program for the South Station Air Rights Development Project. Said evidence will be provided within six (6) months of the issuance of the final Certificate of Occupancy for the Project Phase. In addition, the Developer will join A Better City TMA and participate in the TDM programs offered through the TMA for employees, residents and guests of the Project Phase.

b. Transportation Coordinator

A Transportation Coordinator shall oversee all transportation issues including, managing TDM Measures, parking, loading and service. In addition, the Transportation Coordinator will be responsible for the Transportation Monitoring and Annual Report described below, and will serve as the contact and liaison for BTM and TMA

Described below are the Developer's commitments for a Transportation Coordinator:

An on-site Transportation Coordinator will be assigned for the Project Phase and the Developer will provide BTM with the name and contact information for said person. A single on-site Transportation Coordinator may be designated for the entire South Station Air Rights Development Project provided that individual building owners and/or operators mutually agree to such arrangement.

c. Transit Pass Programs

Described below are the Developer's commitment for Transit Pass Programs:

The Developer will:

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- ◆ Provide a 50% subsidy of the cost of an unlimited bus/subway pass (Monthly LinkPass) for the transit passes of full-time on-site employees of Developer.
- ◆ Encourage tenants to offer a full transit subsidy for all full-time employees for an unlimited bus/subway pass (Monthly LinkPass).
- ◆ Offer a transit subsidy to each residential unit for the first year of residency capped at 50% of the cost of an unlimited bus/subway pass (Monthly LinkPass). Only one transit subsidy shall be provided per household upon request.

Information pertaining to these benefits will be described in introductory materials provided to new employees and residents of the Project Phase.

d. Ridesharing / Carpooling

Described below are the Developer's commitments to Ridesharing/Carpooling:

The Developer will:

- ◆ Coordinate with the A Better City TMA and MassRIDES to provide commuter services to employees, residents and guests of the Project Phase, and to develop an informational packet of commuting alternatives to be made available to employees, residents and guests of the of the Project Phase.
- ◆ The Developer will provide two (2) parking spaces initially as a part of the Project Phase for use by car-share services.
- ◆ Offer initial purchasers of residential units a one-year membership to a car-sharing or bicycle sharing service. Only one car sharing or bicycle sharing service membership per household will be provided upon request.

Information pertaining to these benefits will be described in introductory materials provided to new employees and residents of the Project Phase.

e. Guaranteed Ride Home Program

Described below are the Developer's commitments to Guaranteed Ride Home Program:

The Developer, through the A Better City TMA, will encourage all commercial and retail tenants of the Project Phase to offer a "Guaranteed Ride Home" to all employees in order to remove an obstacle to transit use and ridesharing. This may be accomplished through membership in a TMA. This benefit will be described in introductory materials provided to new employees of the Project Phase.

f. Information and Promotion of Travel Alternatives

Described below are the Developer's commitments to provide information and promote travel alternatives to employees and/or residents:

The Developer, through the Building Transportation Coordinator, will:

- ◆ Make available to employees, residents and guests information regarding public transportation services, maps, schedules and fare information.
- ◆ Provide a periodic newsletter or bulletin summarizing transit, ridesharing, bicycling, alternative work schedules and other travel options.
- ◆ Promote the use of public transportation to residents, guests and employees in website based materials including links to the appropriate home pages of the MBTA and MassRIDES, should a website be active.
- ◆ Provide information on travel alternatives to new residents and employees.
- ◆ Install real-time transportation display technologies in all lobbies.
- ◆ Promote bicycle use as an alternative to SOV travel by providing promotional material on bicycle commuting and bicycle safety, and offer incentives for bicycle use.
- ◆ Provide on-site showers and associated changing facilities for occupants of the office component of the Project Phase. There will be a minimum of one (1) shower and associated changing facilities for the first 40,000 sf of office net rentable area and one (1) additional shower and associated changing facilities for each additional 80,000 sf of office net rentable area.
- ◆ Encourage residents and employees to participate in MassRIDES' NuRide program which rewards persons that choose to walk, bicycle, carpool, vanpool or that use public transportation.
- ◆ Encourage employer tenants to implement a flextime policy and/or permit telecommuting.
- ◆ Encourage employer tenants to offer direct deposit of paychecks.
- ◆ Encourage employer tenants to create parking cash-out programs for employees that do not make use of employer-purchased parking.
- ◆ Parking for residential units will be unbundled and sold/leased separately at market rates to unit owners/tenants.

In addition, the Developer will complete a post-occupancy study of traffic circulation within the Leather District neighborhood in order to determine the impact associated with reversing the direction of East Street to the extent that the Traffic Monitoring Program for the Development indicates an increase in traffic using East Street to access the Atlantic Avenue driveway to the Site. To the extent that it is determined that reversing the direction of East Street can be accomplished without a detrimental impact to access and circulation within the Leather District neighborhood and if so approved by BTM and any other required regulatory authority, the Developer will implement the necessary changes to effectuate the change in travel direction to the extent that the changes are limited to signs, pavement markings and traffic signing timing adjustments.

g. Transportation Monitoring and Annual Report

The purpose of the Transportation Monitoring and Annual Report is to provide BTM an update on transportation related issues, such as the performance of TDM Measures.

The Developer shall provide an Annual Report to BTM by November 30th. If the Certificate of Occupancy for the Development is issued less than 6 months before November 30th, then the report will be due November 30th of the following year. All employee sites with 250 or more employees are required to submit yearly ridesharing surveys to the Massachusetts Department of Environmental Protection (DEP) by November 15th. The information may be used to inform the Annual Report due November 30th to BTM.

Section 5. Terms and Conditions

A. Defaults and Remedies

In the event that the Developer shall fail to comply with or shall breach any provisions of this TAPA, and such failure or breach shall continue for 60 days after written notice thereof from BTM, BTM may institute any such actions and proceedings as BTM may deem appropriate, including but not limited to actions: to compel specific performance; and/or to collect any and all damages, expenses, losses and costs caused by such failure or breach, including legal expenses.

B. Records and Reports

The Developer shall keep and maintain books, records, and other documents regarding compliance with this TAPA. The Developer shall make the same available at all reasonable times for inspection, copying, audit and examination by BTM; and shall provide BTM with an annual report that summarizes the same by November 30th of each calendar year.

This TAPA shall not be recorded with the Registry of Deeds. However, the Developer agrees, upon the request of BTM, to record a Notice of this Agreement with the Registry of Deeds. Any such notice shall expressly state that it is executed pursuant to the provisions contained in this TAPA and it is not intended to vary the terms and conditions of this Agreement.

C. Assumption of Liability

The Developer shall assume the defense of BTM, its officers, agents, and/or employees, and hold them harmless from all suits and claims against them or any of them, arising from any act or omission of the Developer, its agents or employees in any way connected with performance under this Agreement.

D. Assignment

The Developer may assign its interest in this TAPA, but only subject to and by complying with the following conditions:

- a. Prior to the assignment, the Developer shall notify BTM of its intention to assign and identify all prospective assignees.

- b. At the time of assignment, the Developer shall not be in default of the terms and conditions of this TAPA imposed upon the Developer to date. If any terms and conditions are in default, the Developer must notify BTB and receive BTB's approval to assign while in default.
- c. BTB shall then supply the Developer with the appropriate form to be used as the instrument of assignment, which shall be executed as an Amendment to this TAPA.
- d. The TAPA Amendment shall be drafted by the Developer expressly stating the terms and conditions of the assignment, specifically which covenants and provisions the Assignee shall assume and agree to perform, including any mitigation that may be in default.
- e. There shall promptly be delivered to BTB three originals of the TAPA signed by the Developer and Assignee, for signature and approval by BTB.

E. Waiver

No act by or on behalf of BTB shall be, or deemed or construed to be, a waiver of any such requirement or provision of this TAPA, unless the same be in writing, signed by BTB and expressly stated to constitute such waiver. Any express waiver by BTB shall not operate to waive such rights, terms or conditions, beyond the specific instance of such waiver.

F. Conflict of Interest

The Developer covenants and agrees that it shall, in carrying out its responsibilities under this Agreement, comply strictly with each and every provision of Chapter 268A of the Massachusetts General Laws (the Conflict of Interest Law) to the full extent of the applicability of said provisions to the Developer.

G. Successors and Assigns

The provisions of this TAPA shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Developer (including without limitation any condominium association or other association having powers of control over the Site or any portion thereof under Chapter 183A of the Massachusetts General Laws) and the public body or bodies succeeding to the interests of BTB.

It is the intention of the Parties that the provisions of this TAPA may only be enforced by the Parties hereto and that no other person or persons are authorized to undertake any action to enforce any provisions hereof without the prior written approval of the Parties.

H. Amendment

This TAPA, or any part thereof, may be amended from time to time hereafter only in writing executed by BTB and the Developer.

I. Severability

Each and every covenant and agreement contained in this TAPA is and shall be construed to be a separate and independent covenant and agreement. If any term or provision of this TAPA or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term to

persons or circumstances other than those as to which it is invalid and unenforceable shall not be affected thereby, and each term and provision of this TAPA shall be valid and shall be enforced to the extent permitted by law.

J. Governing Law

This TAPA shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

K. Conflict of Law

In the event that any action or activity required by the provisions herein cannot be undertaken without violating any special or general law, the failure to undertake or continue to undertake such action or activity shall not be considered a breach of this TAPA. Any Party relying on this section shall notify the other Party in writing identifying the affected action or activity, the applicable law that may be violated and providing an explanation as to why that law would be violated by taking such action or activity.

L. Execution in Triplicate

This TAPA shall be executed in triplicate. All three copies shall be deemed to be originals and together shall constitute but one and the same instrument.

M. Effective Date

This TAPA shall become effective as of the date it is executed by all Parties.

N. Terms of this Agreement

This Agreement shall commence on the "Effective Date" and shall terminate thirty (30) years from that date.

O. Mitigation Expenses

All mitigation measures undertaken pursuant to this contract shall be at the expense of the Developer and no expense will be incurred by BTM with respect to such measures.

P. Notices

All notices or other communication required or permitted to be given under this Agreement shall be in writing, signed by a duly authorized officer of the Developer, or of BTM, and shall be deemed delivered if mailed postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the intended Party, which is as follows unless otherwise designated by written notice to the other Party.

DEVELOPER: South Station Phase I Owner LLC
c/o Hines
One International Place, 11th Floor
Boston, MA 02110
Attn: Mr. David Perry, Senior Managing Director

With copies to:

Goulston & Storrs
400 Atlantic Avenue
Boston, MA 02110-3333
Attn: Marilyn L. Sticklor, Esq.
Douglas Husid, Esq.
Christian Regnier, Esq.

BTD: Boston Transportation Department
Boston City Hall
Room 721
One City Hall Plaza
Boston, MA 02201
Attn: Gina N. Fiandaca, BTD Commissioner

With copies to:

Boston Law Department
Boston City Hall
Room 615
One City Hall Plaza
Boston, MA 02201
Attn: David Zuares, Esq.

Q. Transfers and Financing of the Project Phase

The provisions of Section 5. D shall not be applicable to any financing or refinancing of all or any portion of the Project Phase or of the Garage. Further, if the Developer so requests, this TAPA shall be amended to substitute the legal description of the subdivided parcel or of the unit(s) within a condominium or portion thereof containing the Project Phase for the legal description of the Site hereunder.

If the Project Phase is subject to a condominium regime, the obligations of the Developer hereunder shall be binding only upon the organization of unit owners, and not upon any individual unit owner, unless otherwise specifically provided in the declaration among the unit owners or, if applicable, the documents governing the condominium regime.

R. Relationship to Master TAPA

The Project Phase is the Phase 1 Component of the South Station Air Rights Development Project which is subject to a Master TAPA, dated August 17, 2017 (the "**Master TAPA**"). Subsequent phases of the South Station Air Rights Project include construction of other Project Phases which are addressed in the Master TAPA and in one or more separate Transportation Access Plan Agreements for the Project Phases. In order to facilitate separate ownership and financing of the various Project Phases, the Developer hereunder is responsible solely for performance of its obligations under this TAPA, and has no obligations or liabilities under the Transportation Access Plan Agreement(s) for such subsequent phases. Similarly, developers of other phases of the South Station Air Rights Development Project shall have no obligations or liabilities under this TAPA. In the event the phasing plan changes and the Development is not the first phase of the South Station Air Rights Development Project, the Parties agree to consult in good faith regarding any amendments to this TAPA that may be necessary or appropriate to address the new phasing plan.

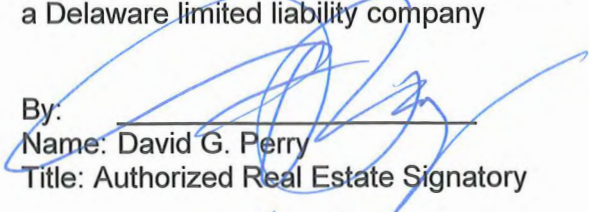
[Signatures continued on next page]

S. Signatures

IN WITNESS WHEREOF, the parties hereto have caused this TAPA to be signed, sealed and delivered by their respective duly authorized representatives,

DEVELOPER:

SOUTH STATION PHASE I OWNER LLC,
a Delaware limited liability company

By: 

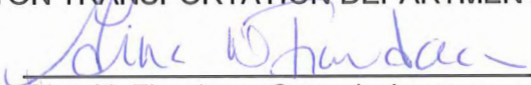
Name: David G. Perry

Title: Authorized Real Estate Signatory

Date: 10/9/17

CITY:

BOSTON TRANSPORTATION DEPARTMENT

By: 

Gina N. Fiandaca, Commissioner

Date: 10/20/17

Approved as to form:



David Zuares,
Assistant Corporation Counsel
City of Boston Law Department

Attachments

Appendix 1: BTM Requirements for Construction Management Plan (CMP)

Appendix 2: BTM Requirements for Implementation of Transportation System Improvements

Exhibit A: Site Plan

Exhibit B: Legal Description of the Site

Exhibit C: Evidence of Authority

Appendix 1

BTD Requirements for Construction Management Plan (CMP)

The Developer shall prepare a Construction Management Plan (which details measures to ensure the maintenance of existing levels of service on adjacent roadways during the construction of the Development and to minimize disruption in the area, and shall submit said plan to BTD for approval. Such approval shall be obtained prior to the Developer obtaining any building permit from ISD. It is understood by the Developer that the development of a CMP is a precondition to the issuance of a building permit for the Development by ISD.

The CMP shall include, without limitation, measures dealing with: proposed street occupancies; use of tower cranes; sidewalk occupancies or obstruction of pedestrian flow; materials staging; transportation and parking for construction workers; hours of construction work; materials delivery. Key issues to be incorporated in the CMP include:

- The need for full or partial street closures, street occupancy, sidewalk closures and/or sidewalk occupancy during construction.
- Frequency and schedule for truck movements and construction materials deliveries, including designated and prohibited delivery times.
- Truck routing plan (including designated truck routes and sign plan).
- Construction staging and material handling. Staging areas to be coordinated with existing construction occurring in the area.
- Times of construction activity.
- Plans for maintaining pedestrian and vehicle access during each phase of construction.
- Parking provisions for construction workers.
- Mode of transportation for construction workers, initiatives for reducing Driving and parking demand such as TDM Measures as applied to construction workers.
- Coordination with other construction projects in the area.
- Distribution of information regarding construction conditions and impact mitigation to abutters. This includes construction site signs. All construction sites shall include a sign that lists the name of the construction company (general contractor), their phone number, which is clearly visible to enable the public to call with any questions or concerns.
- Costs. All construction costs are the responsibility of the developers.

Failure to comply with the provisions of the CMP may result in withdrawal of the building permit or street occupancy permit until such time as the Commissioner of BTD determines that the Developer is in compliance with the construction management plan.

Appendix 2

BTD Requirements for Implementation of Transportation System Improvements

All transportation system improvements including, geometric changes, traffic signal changes and all elements of the design, construction and inspection, will be carried out and fully funded by the Developer in close coordination with BTD. All work must meet BTD specifications and standards and must be performed by certified and licensed firms that meet BTD's approval. BTD must approve each step in the design and construction process. The Developer is responsible for obtaining all necessary permits and licenses. Once completed the improvements will be made available for BTD inspection. Based on inspection, the Developer shall complete any outstanding items or repairs within 3 months of the inspection date. If the Developer is unable to meet these deadlines, the Developer shall notify BTD in writing to request an extension. Based on consultation with the Developer, BTD may, at its discretion, set new deadlines. Once approved, ownership of the improvements will transfer to the City and the appropriate agency therein, and all final design documents will be submitted to the City.

Exhibit A

Site Plan

[Attached]

BOSTON SOUTH STATION

PHASE 1
BOSTON, MASSACHUSETTS

HINES
Developer

PELLI CLARKE PELLI ARCHITECTS
Design Architect

JEFFREY BEERS INTERNATIONAL
Interior Designer

SLCE ARCHITECTS, LLP
Residential Architect

KENDALL/HEATON ASSOCIATES, INC.
Architect of Record

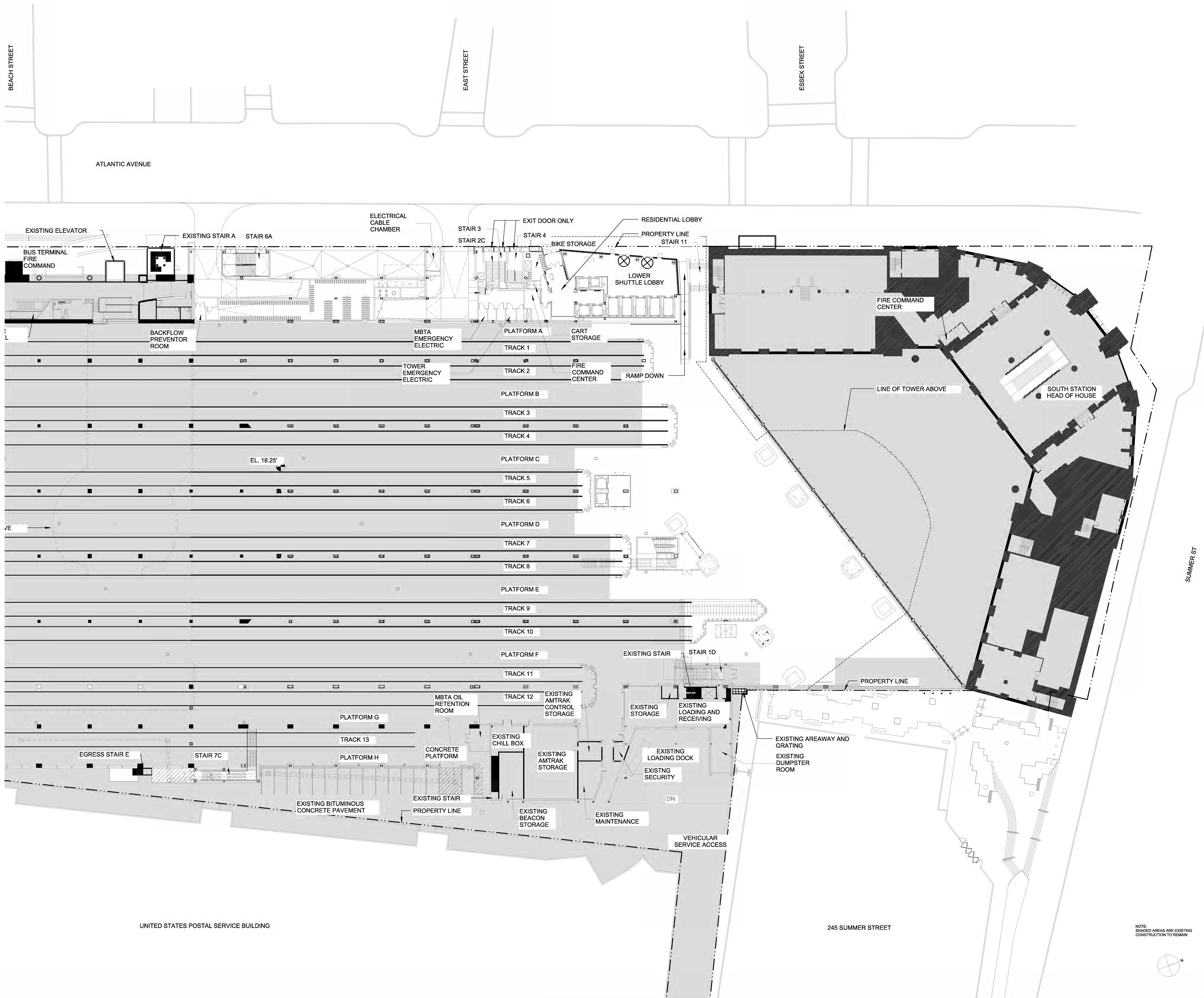
McNAMARA-SALVIA
VERTIKA STRUCTURAL ENGINEERS, LLC
Structural Engineering

COSENTINI ASSOCIATES L.L.P.
Mechanical, Electrical, Plumbing, Fire Protection, and Telecommunications Engineering

HMA CONSULTING
Security Consultant

HOWARD STEIN HUDSON
Civil Engineering

THE OFFICE OF JAMES BURNETT, INC.
Landscape Architecture



GROUND FLOOR / PLATFORM LEVEL FLOOR PLAN

NOTE:
SHADED AREAS ARE EXISTING
CONSTRUCTION TO REMAIN

NO. DATE ISSUE

DRAWING TITLE

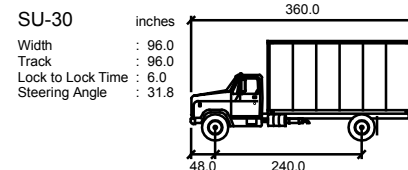
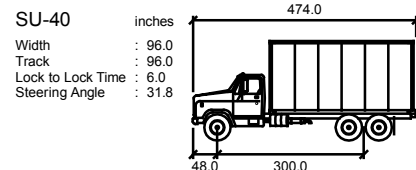
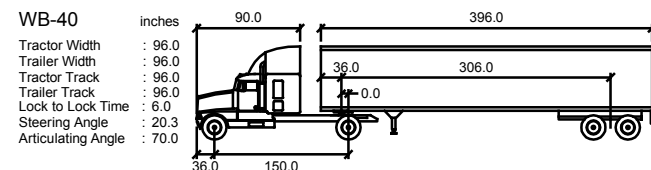
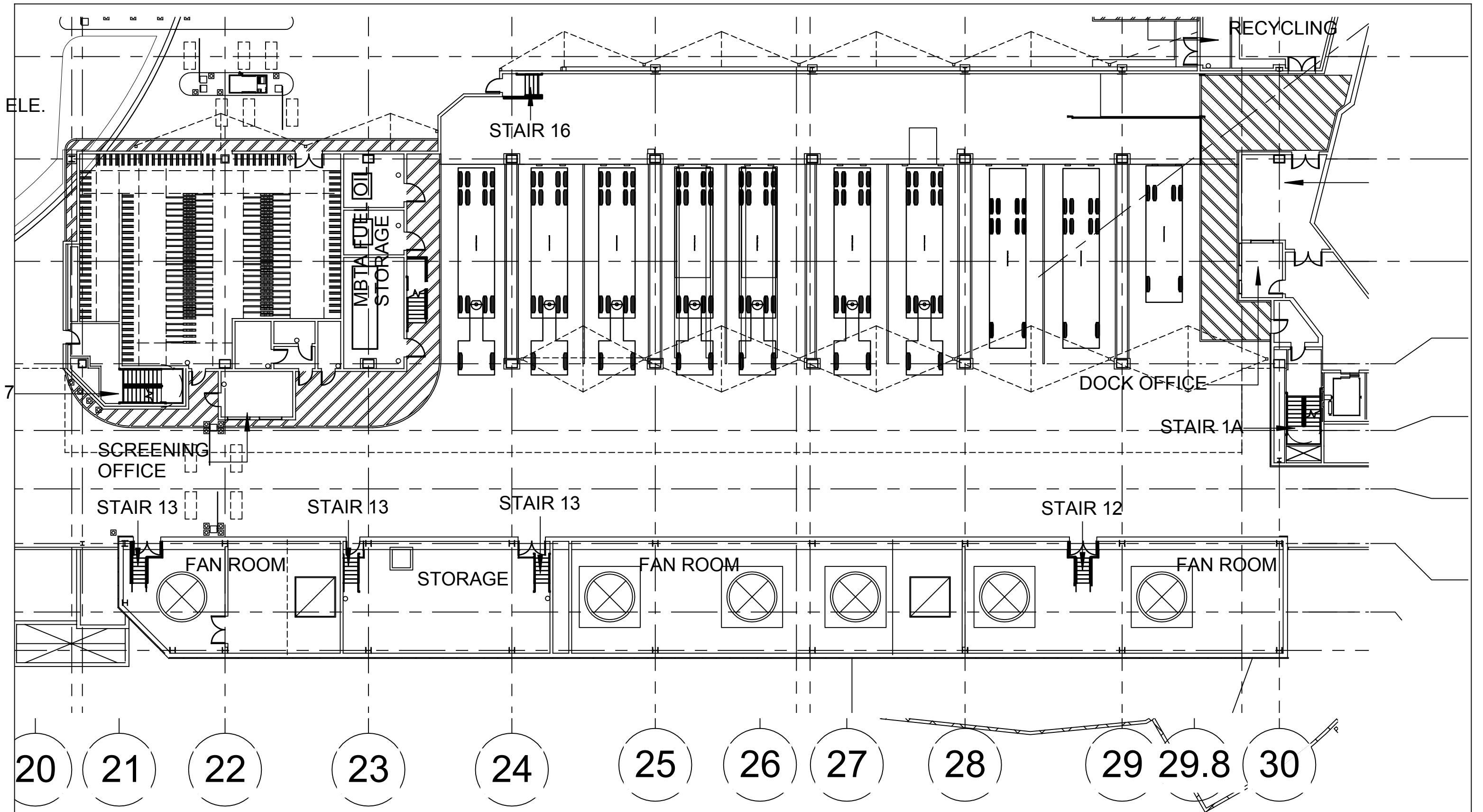
SITE PLAN
PHASE 1

NO.
PROJECT NO.

15060

DRAWING NUMBER

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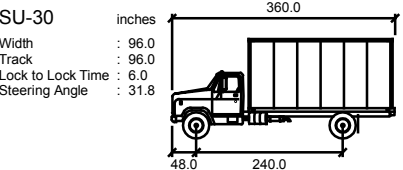
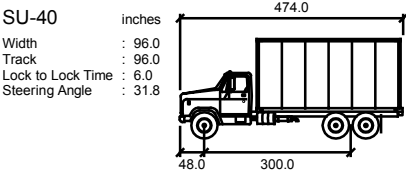
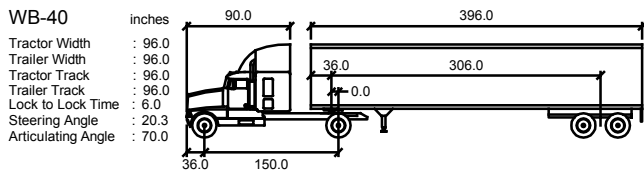
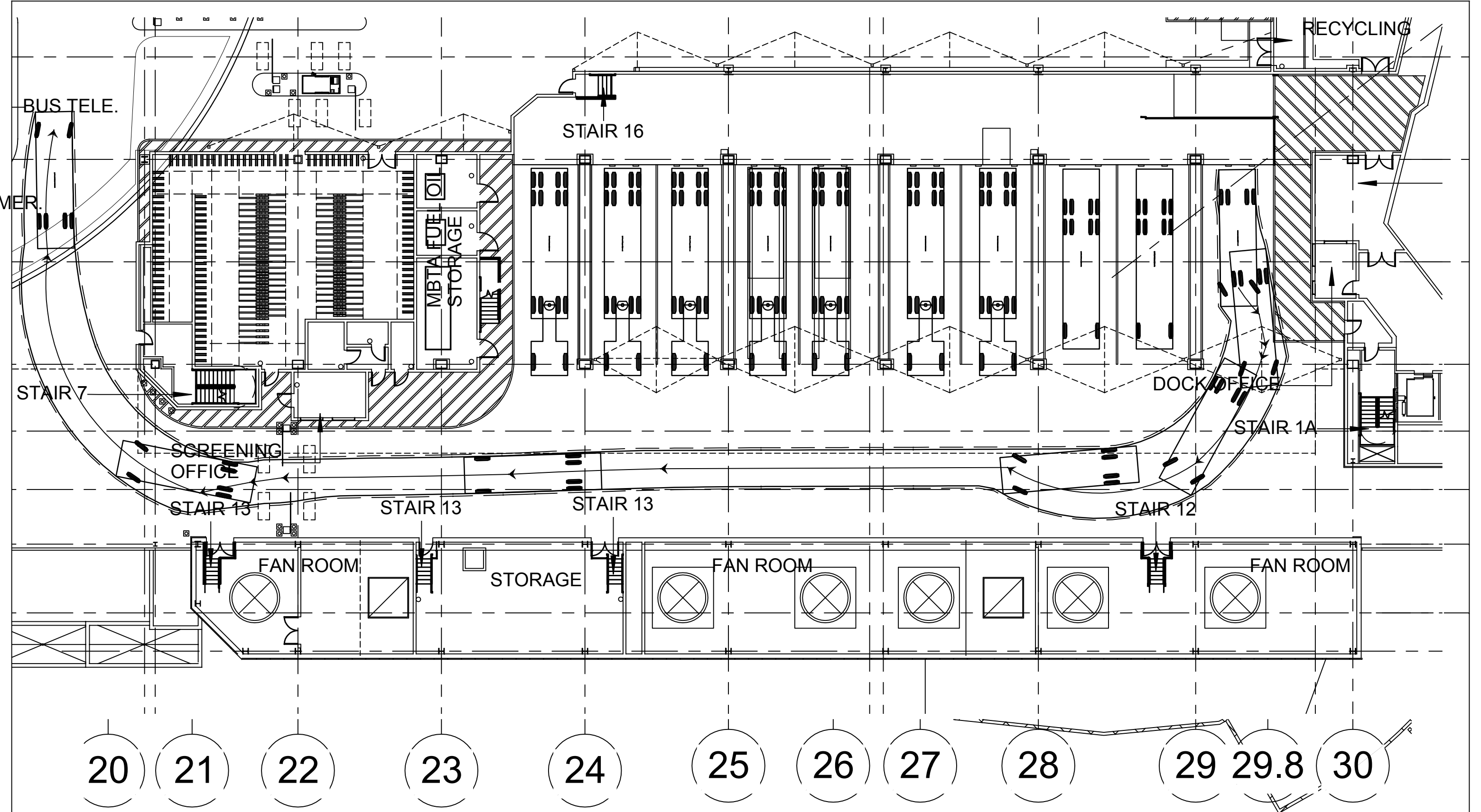
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617.350.5048 Fax
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Job No: 16-2702.00

Date: March 16, 2017

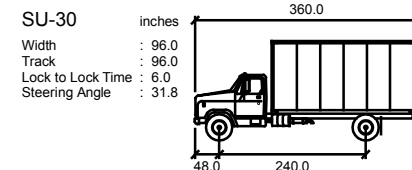
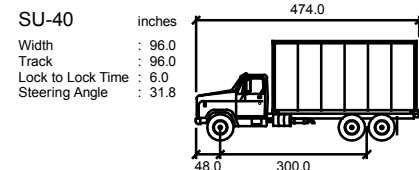
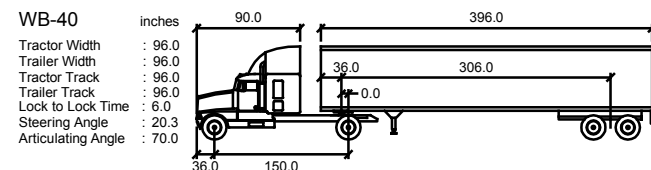
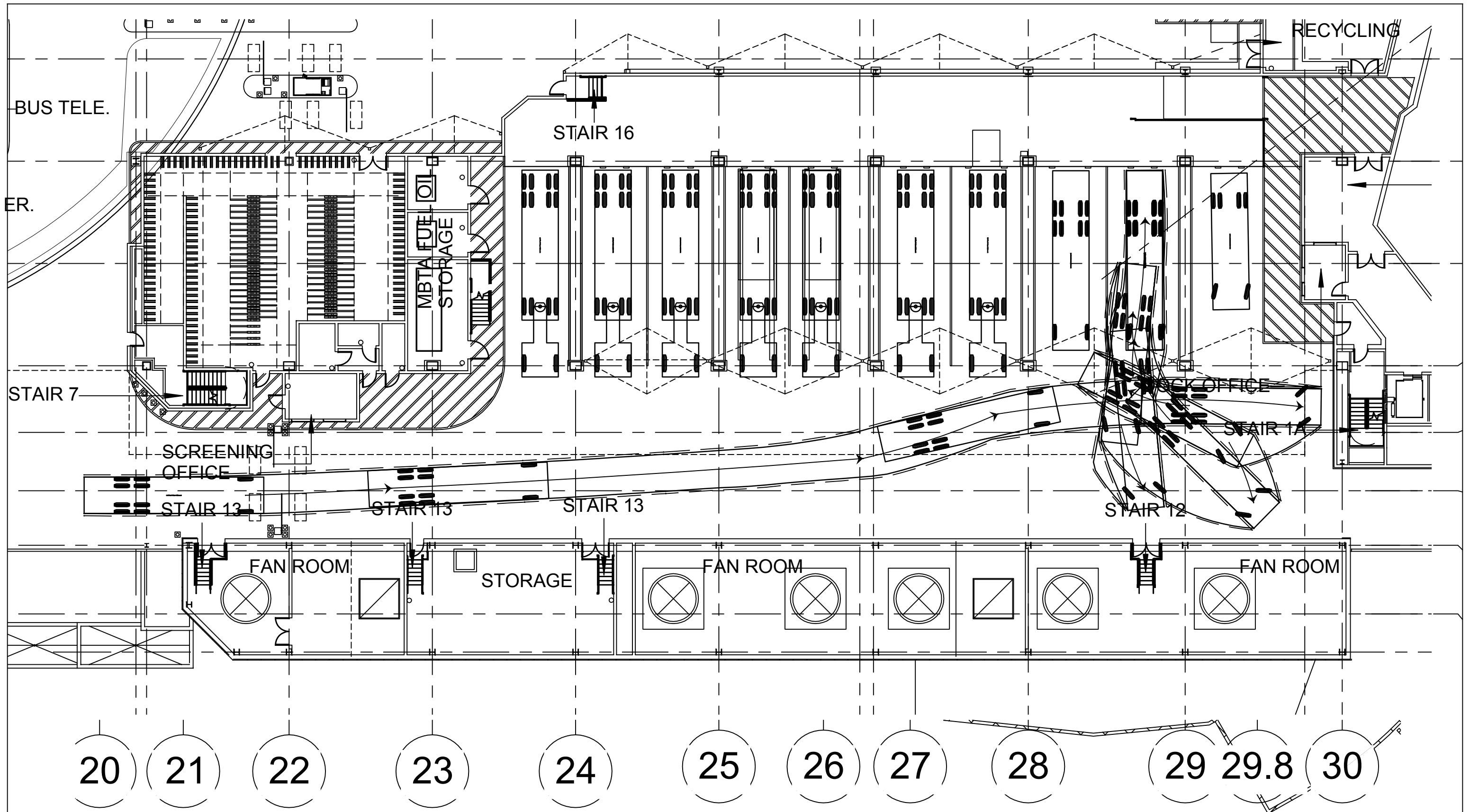
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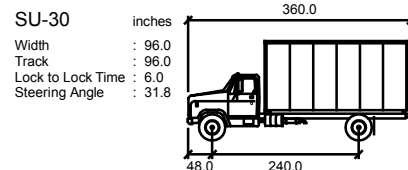
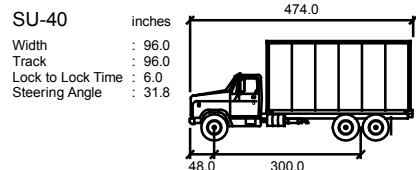
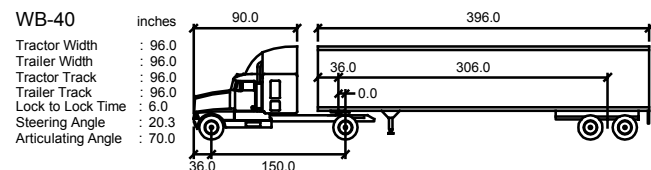
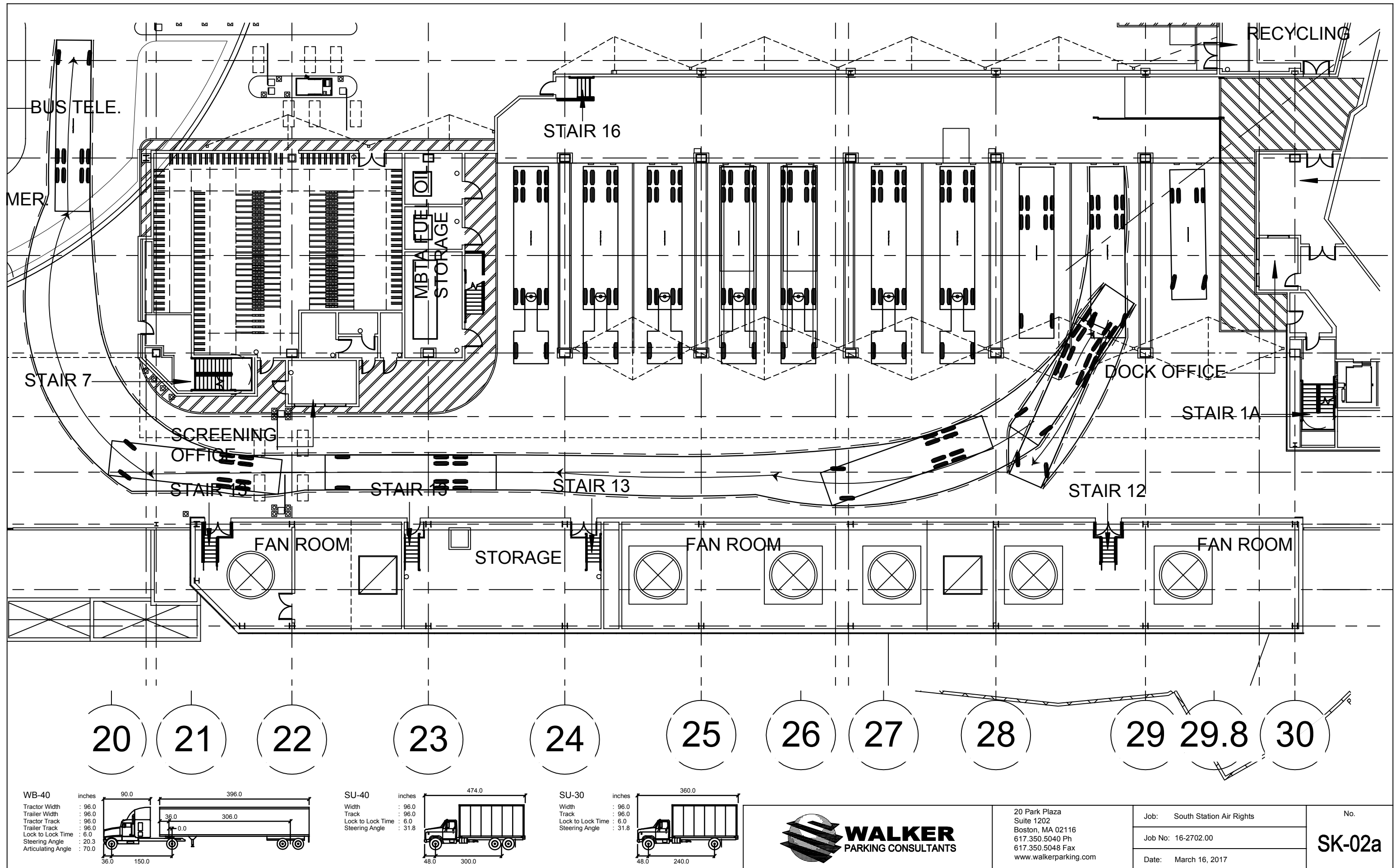
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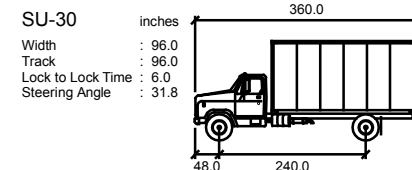
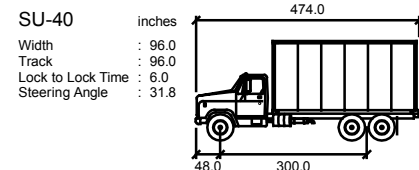
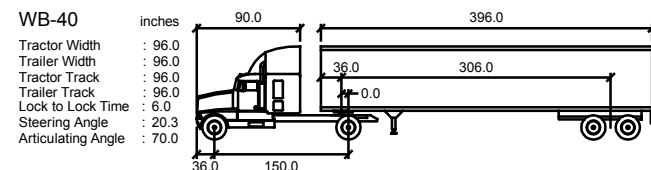
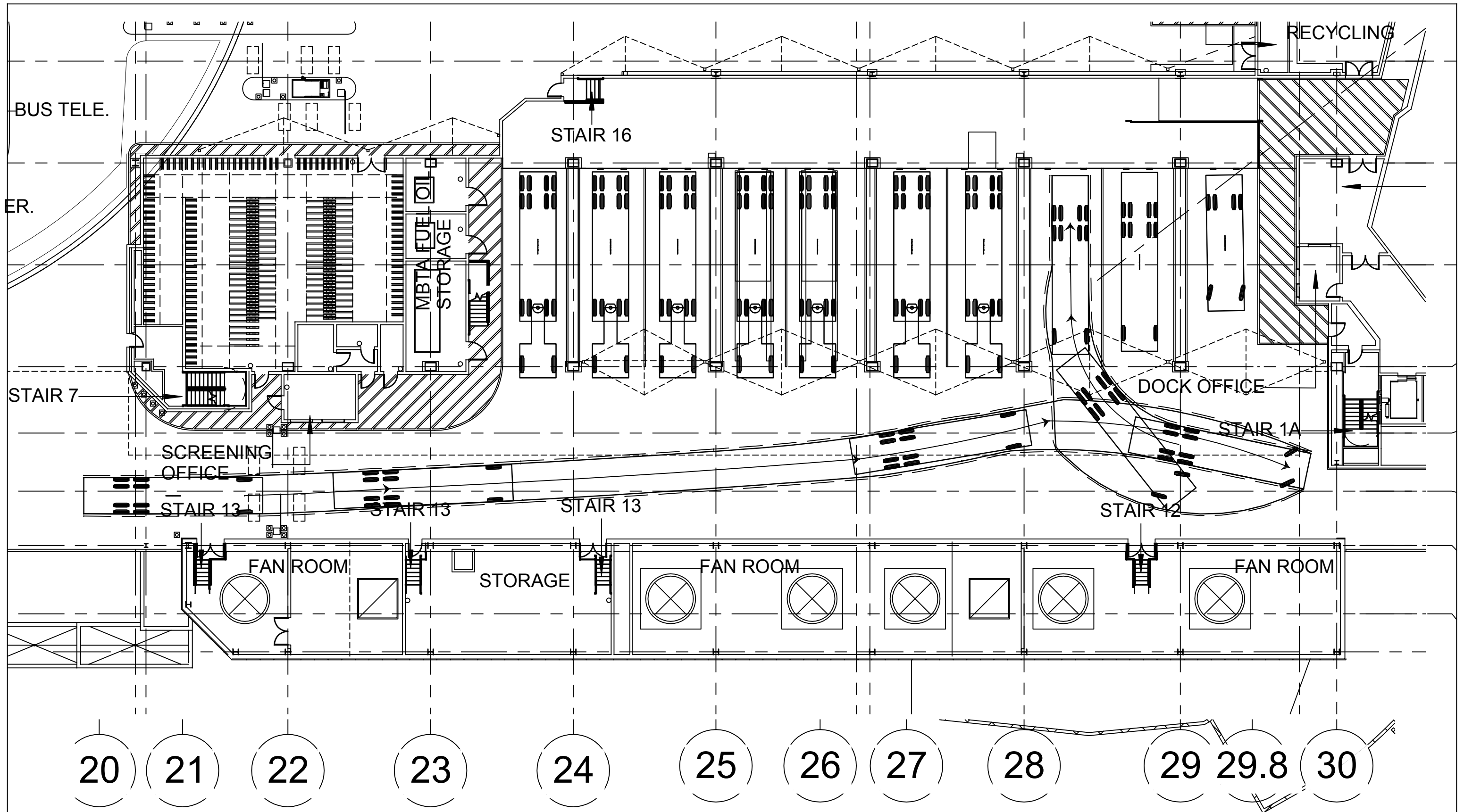
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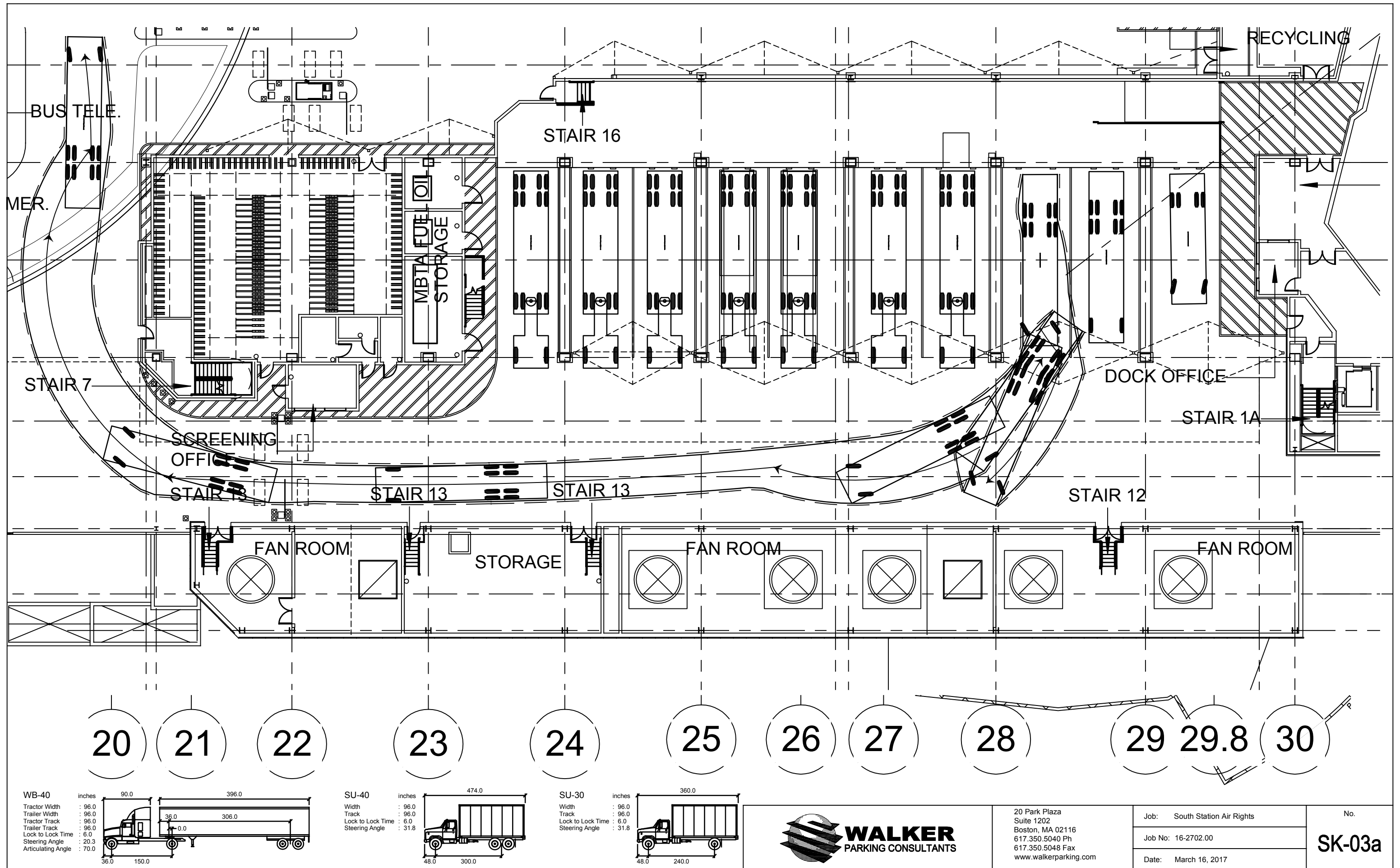
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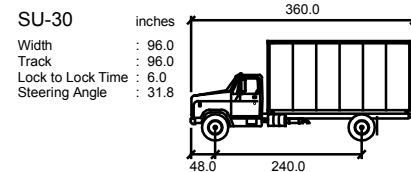
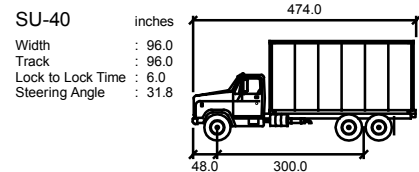
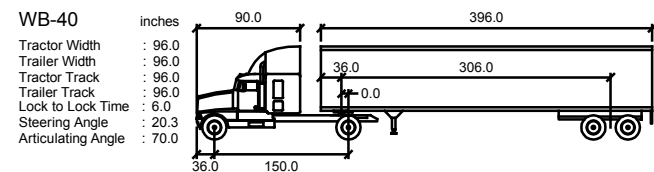
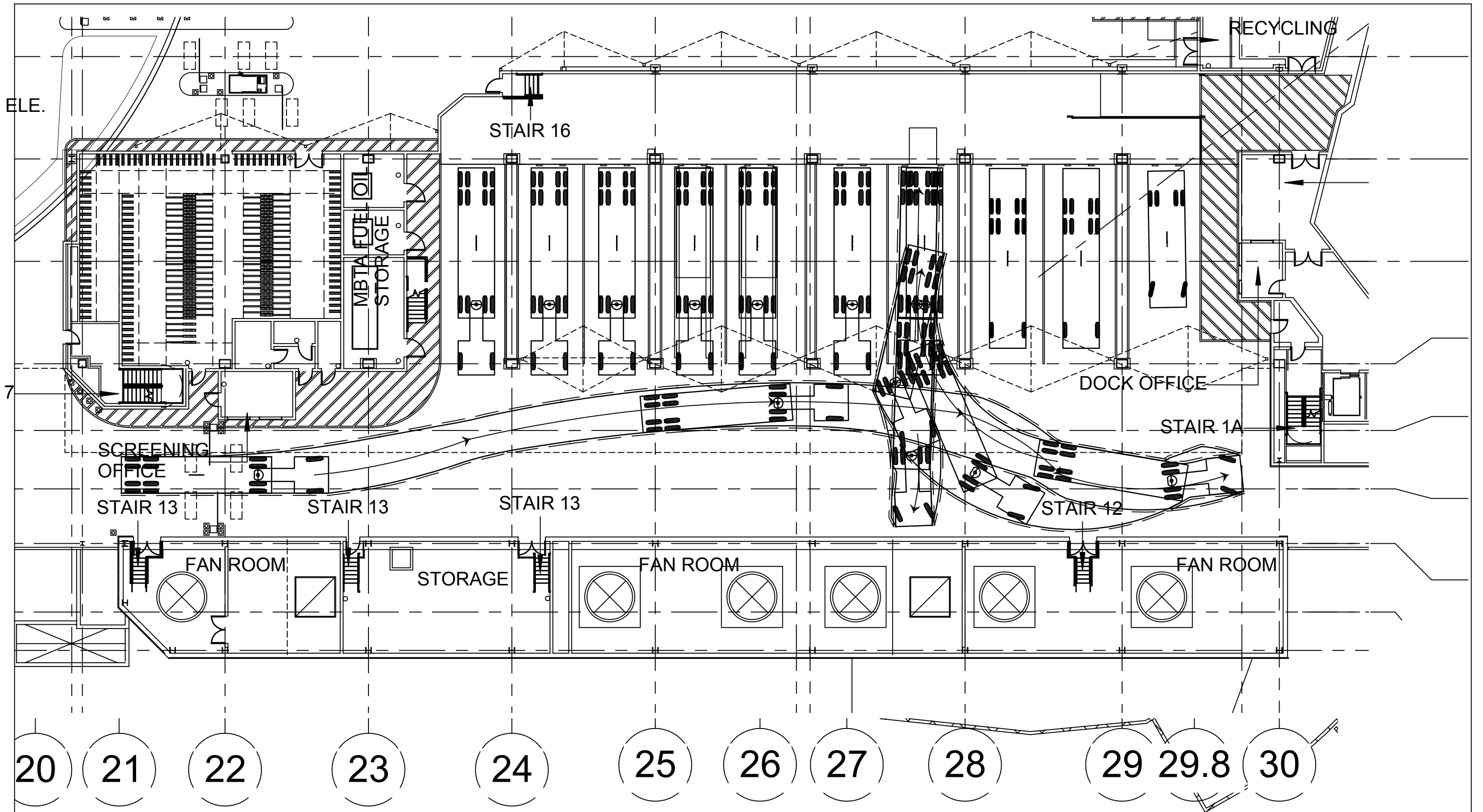
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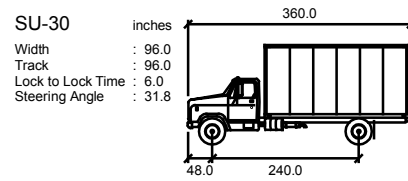
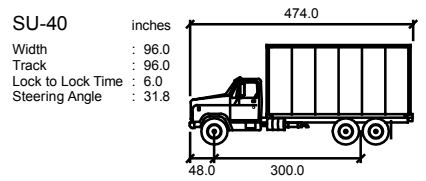
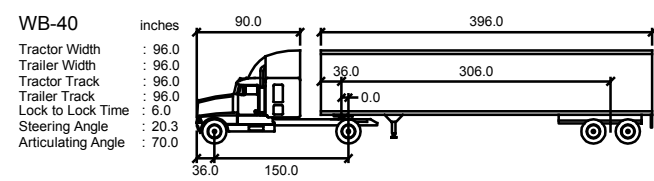
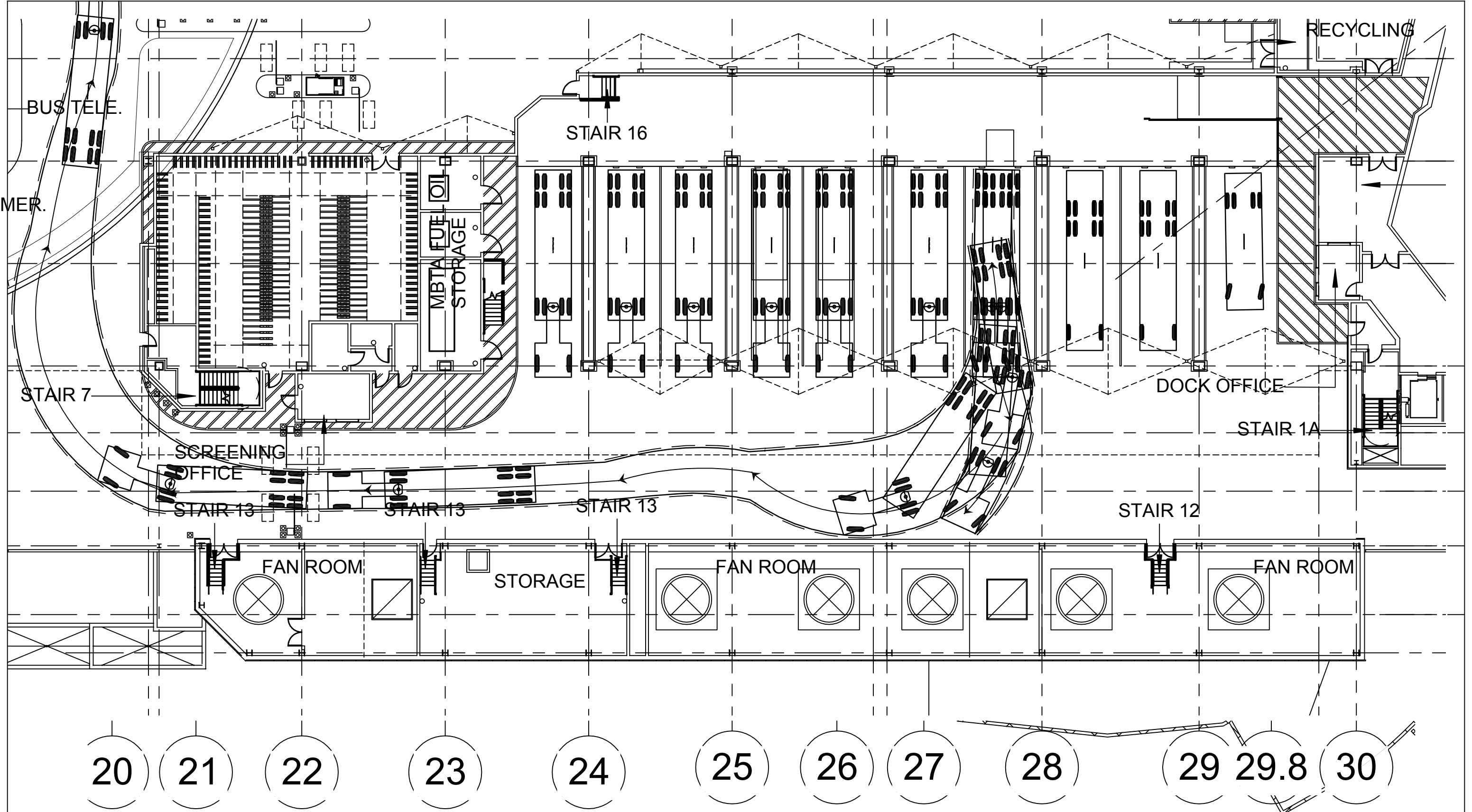




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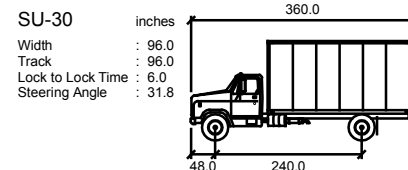
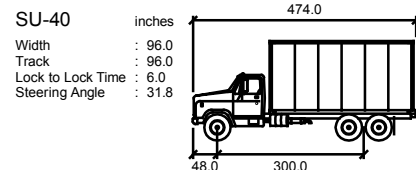
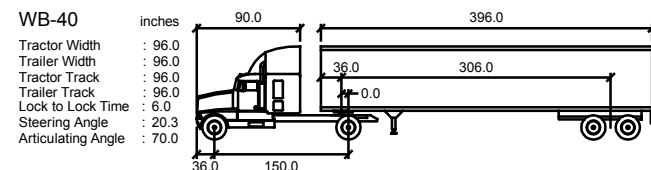
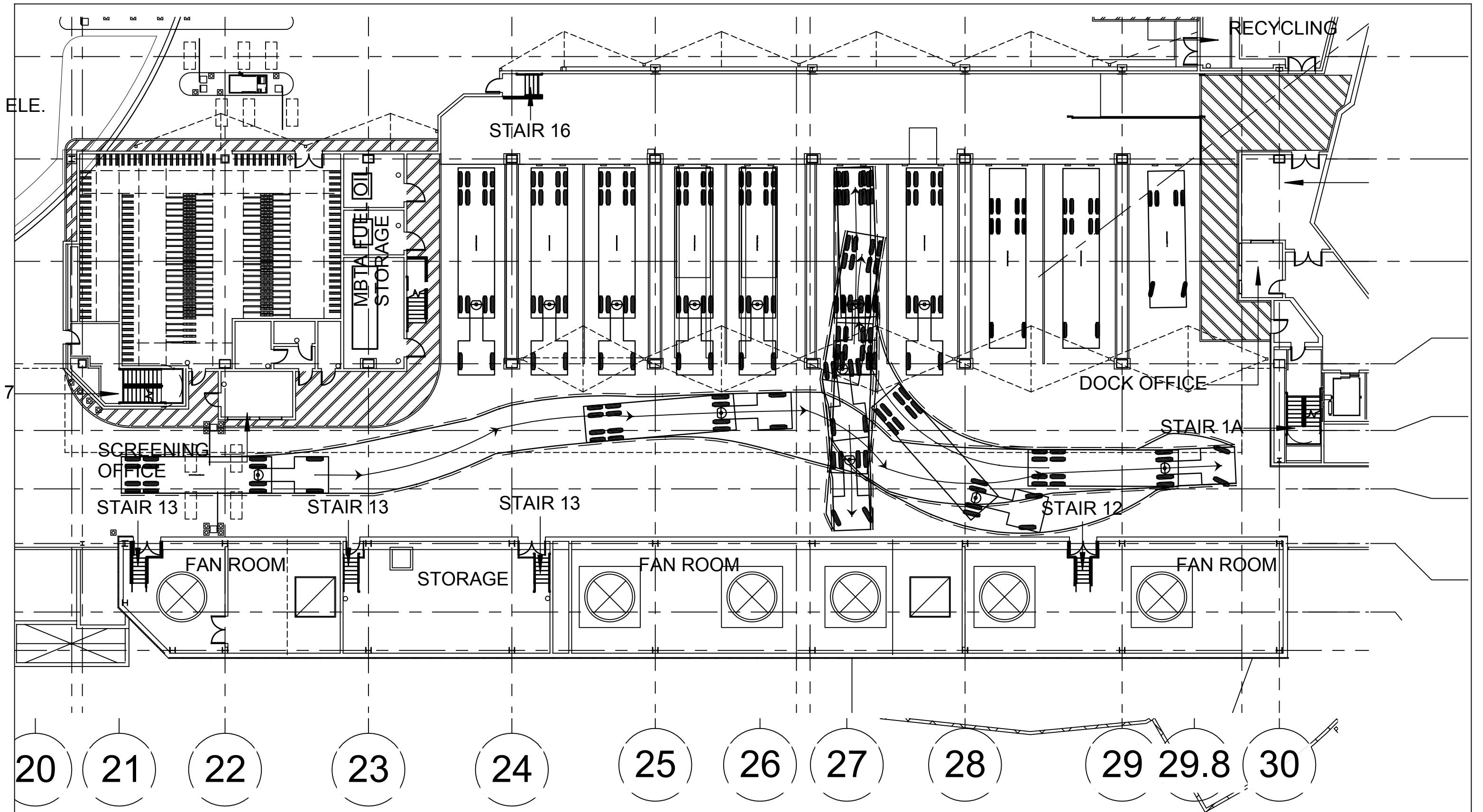
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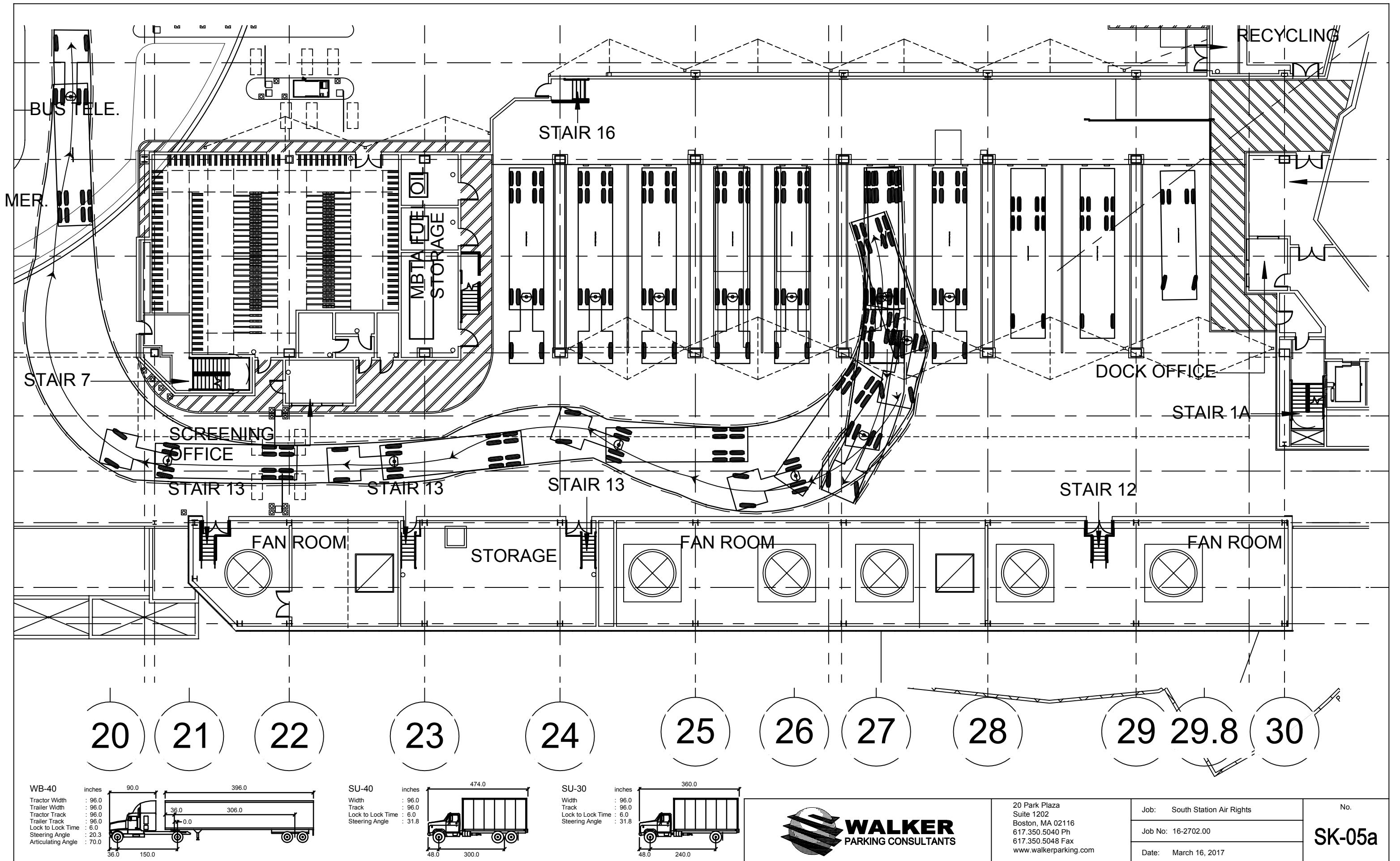
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Date: March 16, 2017	



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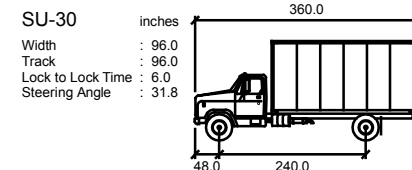
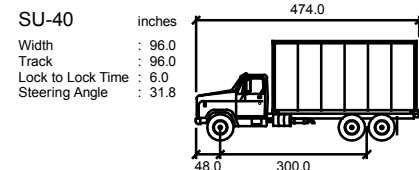
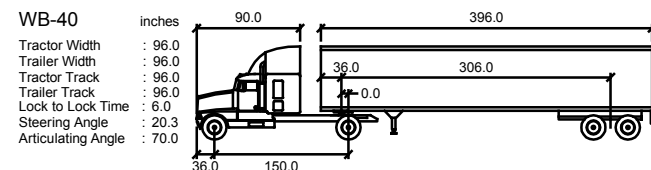
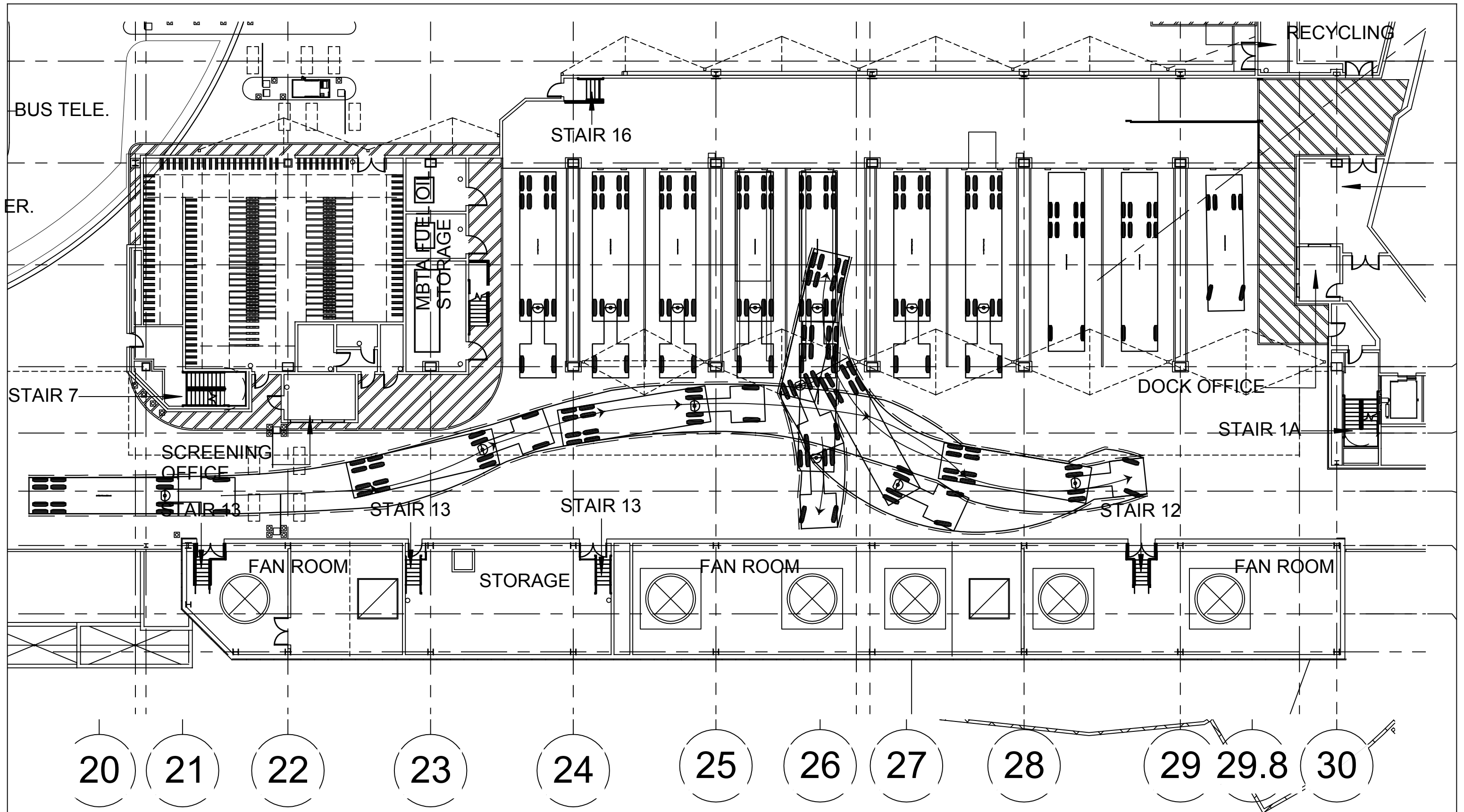
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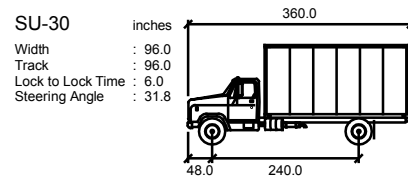
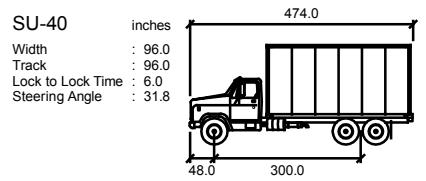
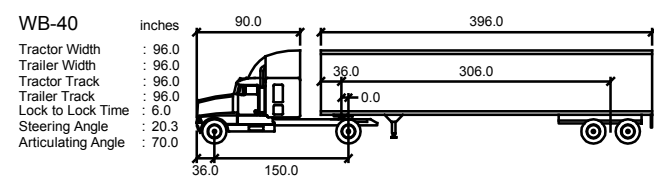
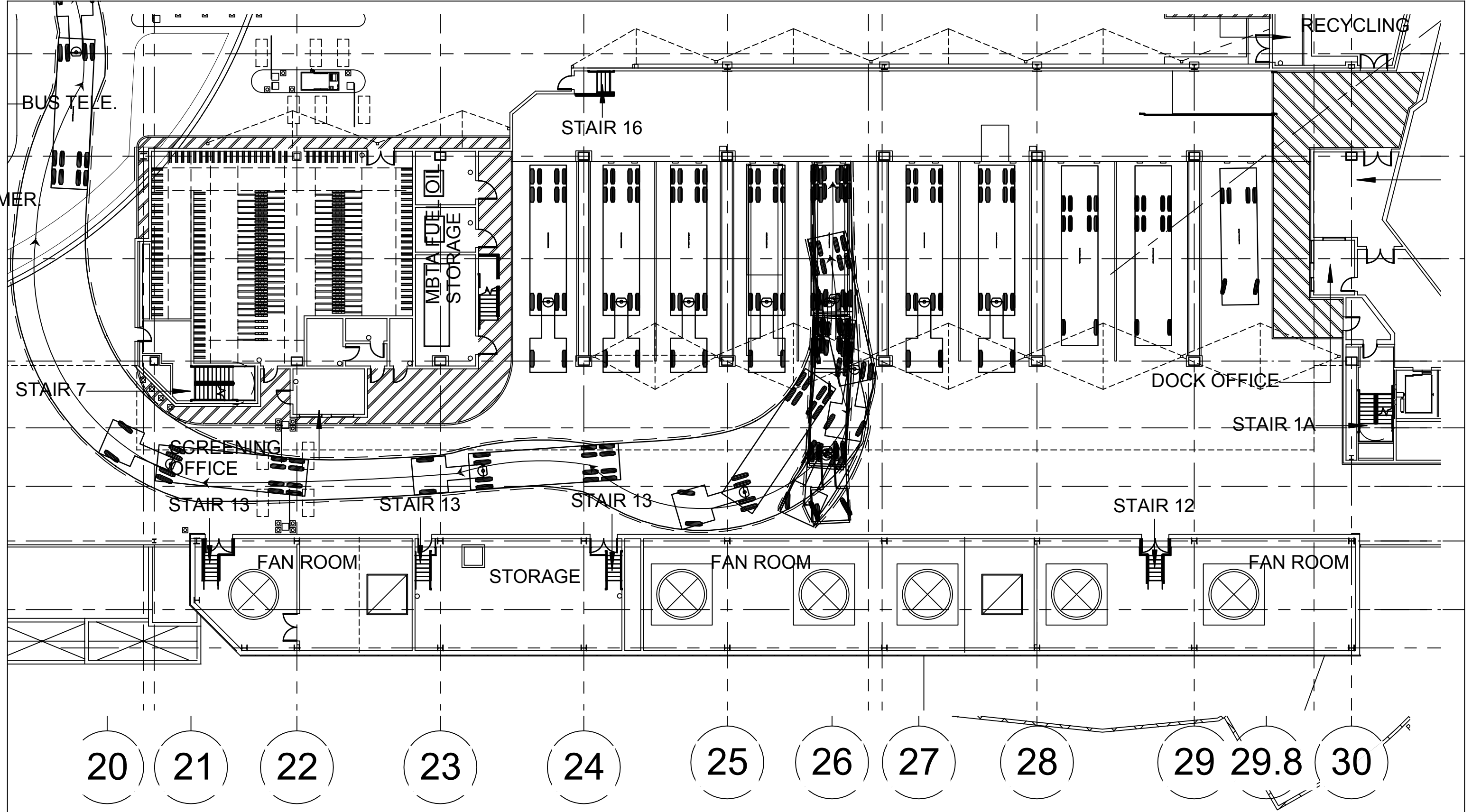
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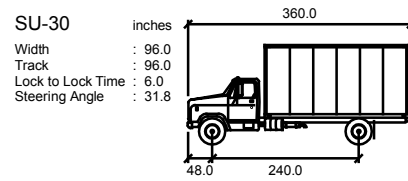
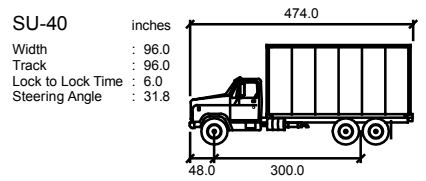
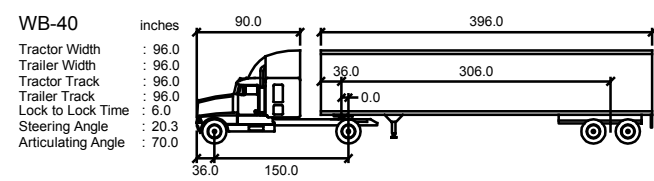
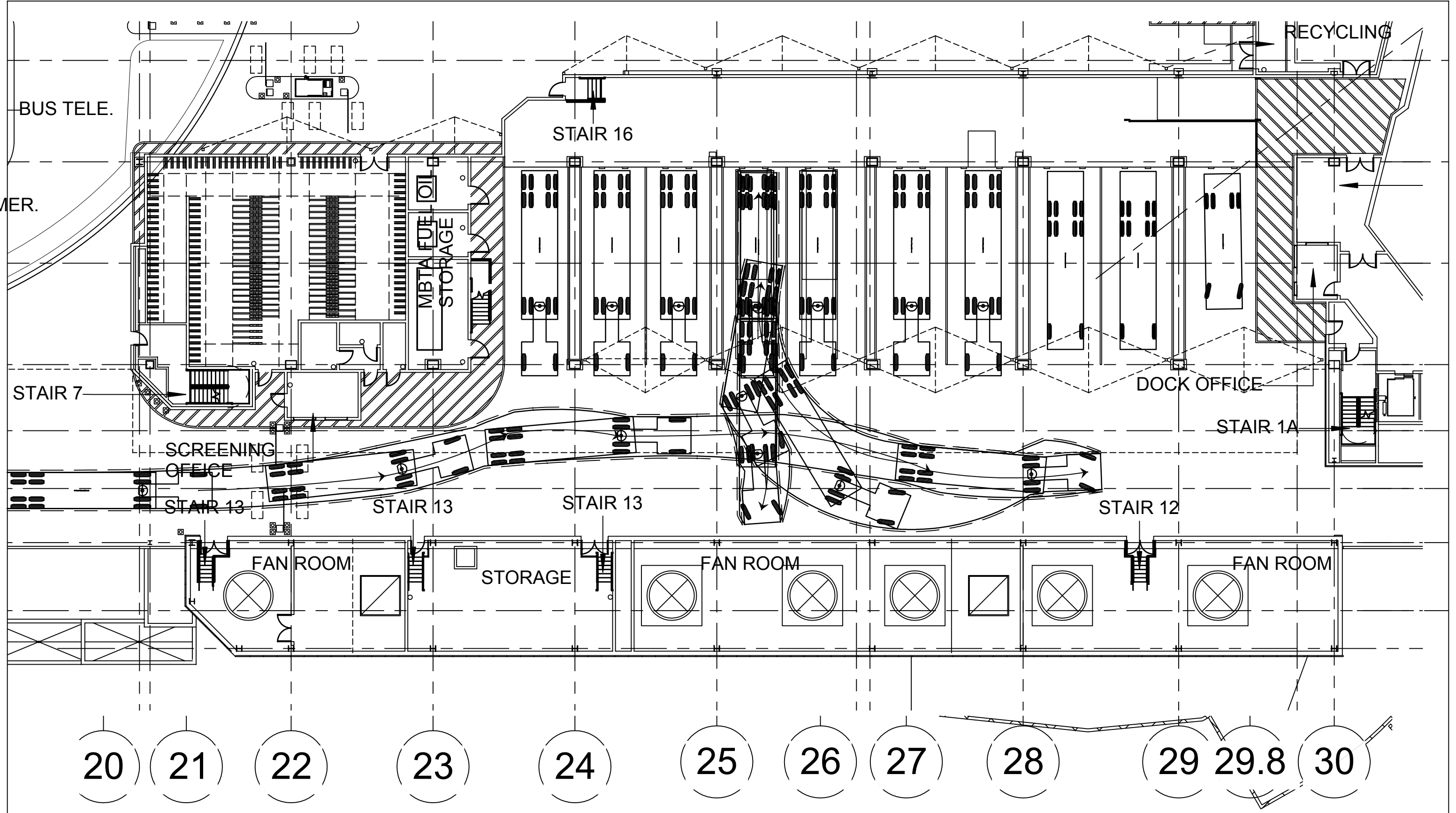
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Suite 1202
Boston, MA 02116
617.350.5040 Ph
617.350.5048 Fax
www.walkerparking.com

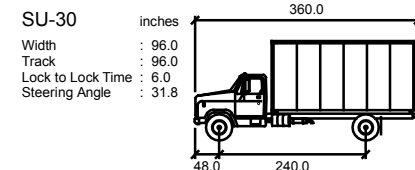
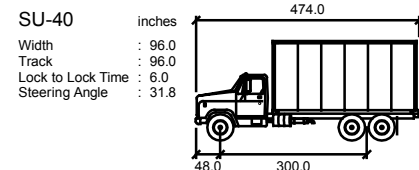
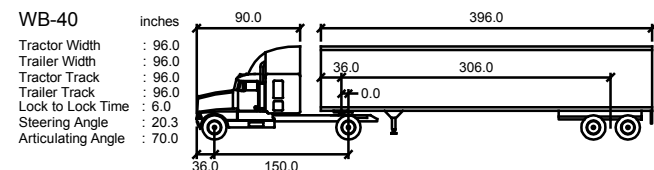
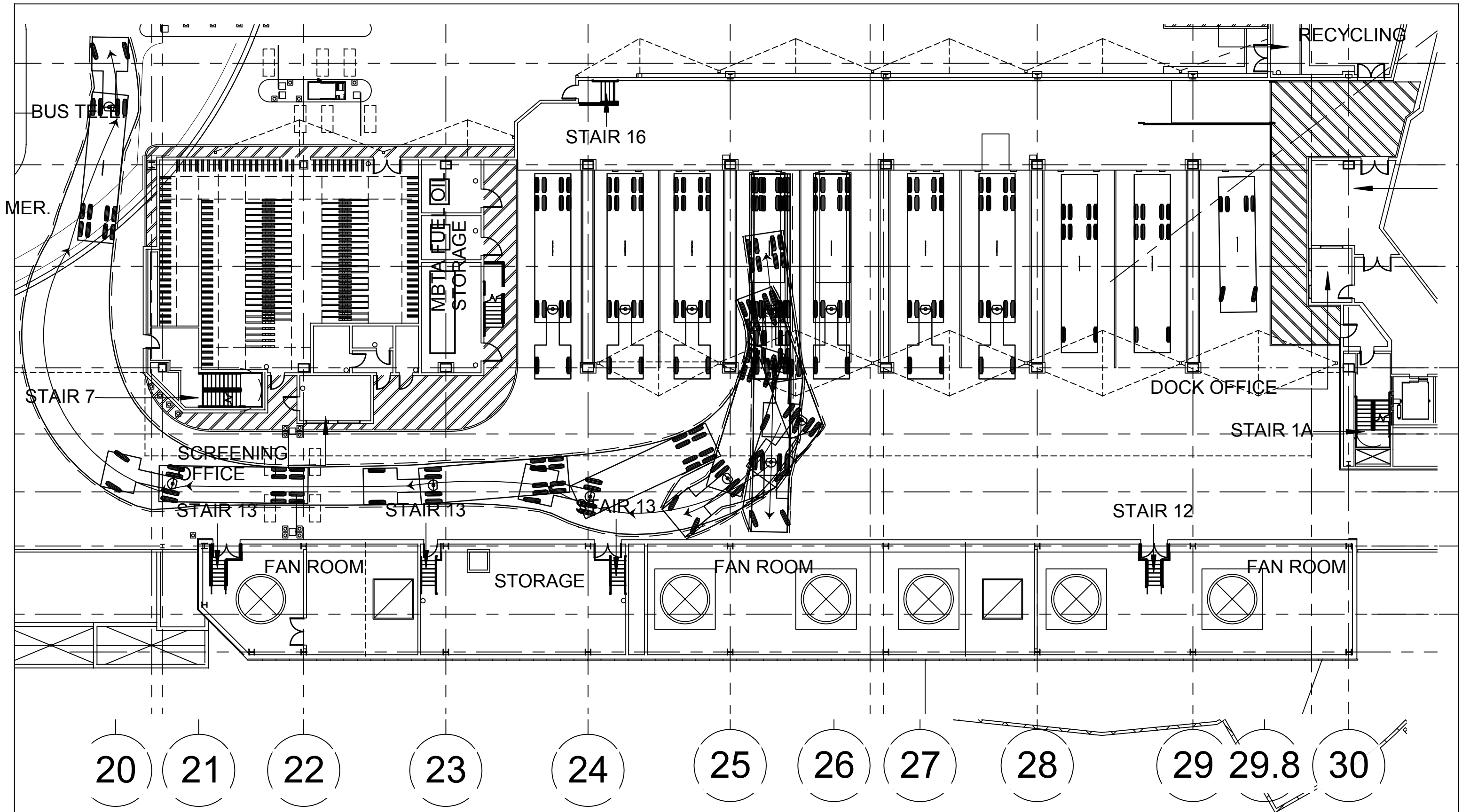
Job: South Station Air Rights	No. SK-06a
Job No: 16-2702.00	
Date: March 16, 2017	



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Job:	South Station Air Rights
Job No:	16-2702.00
Date:	March 16, 2017

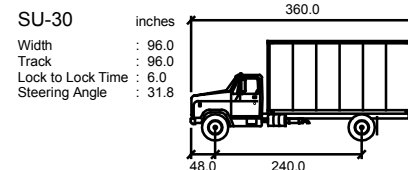
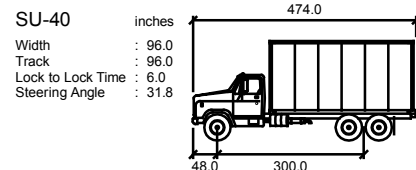
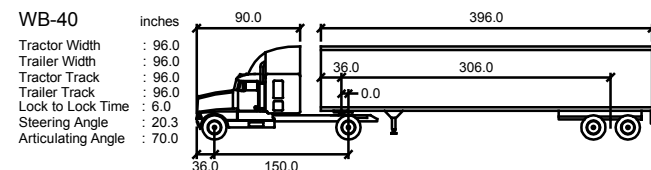
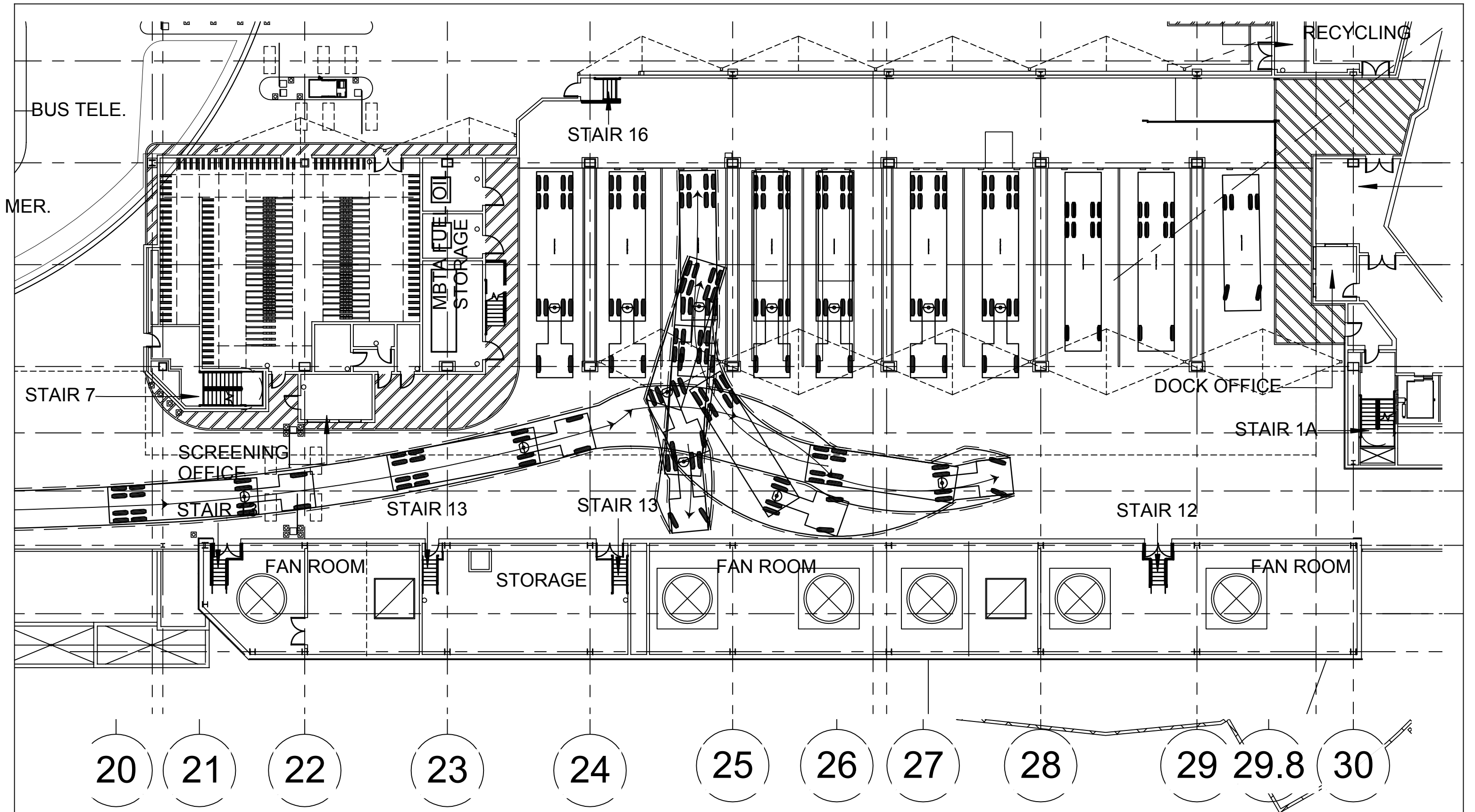
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 617.350.5040 Ph
 617.350.5048 Fax
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Job: South Station Air Rights
 Job No: 16-2702.00
 Date: March 16, 2017

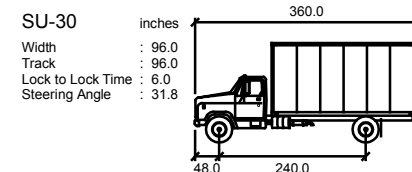
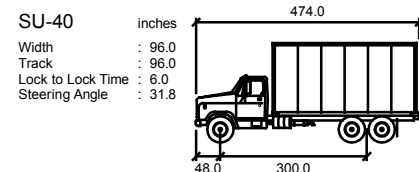
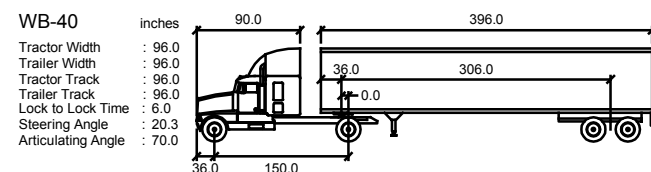
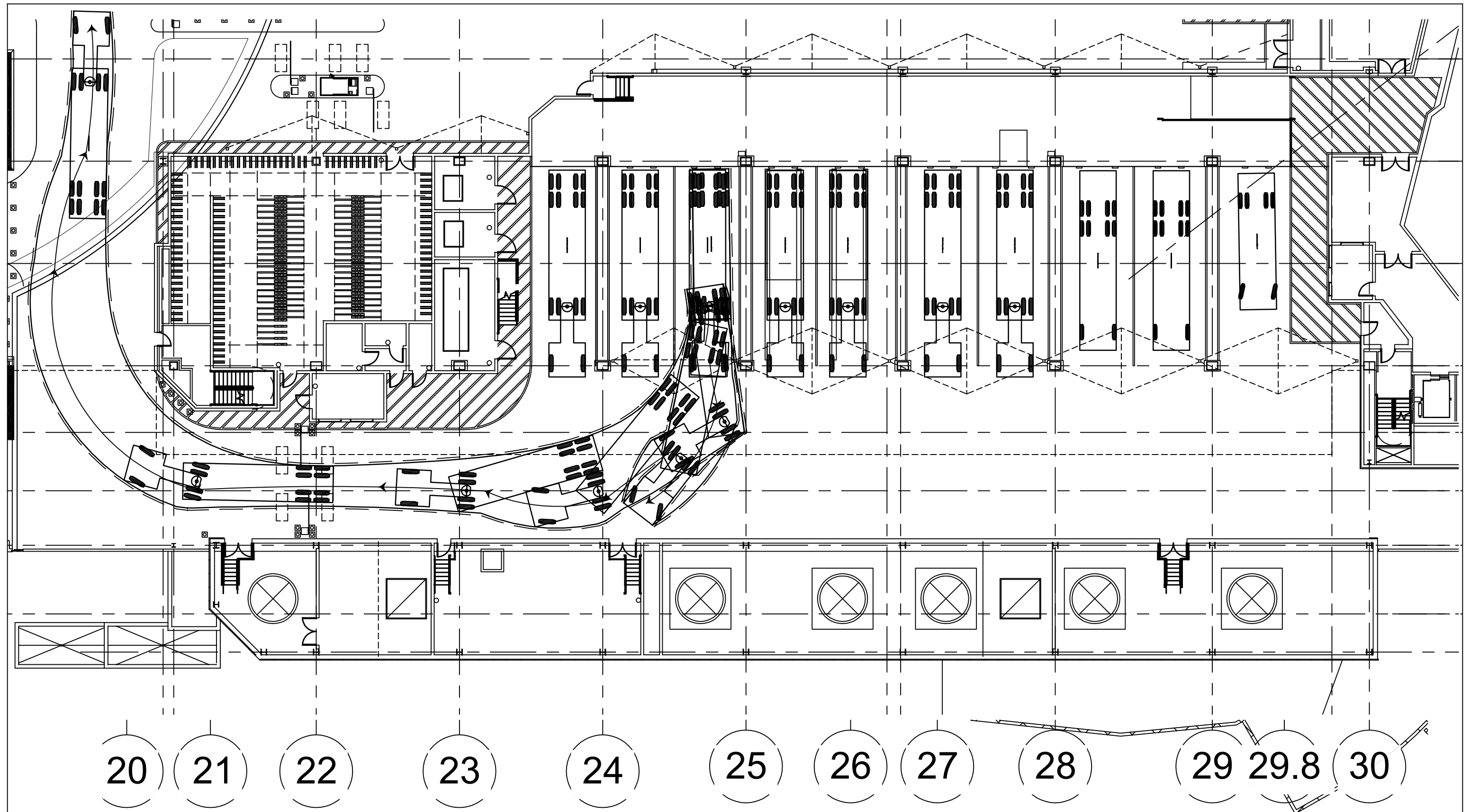
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Date: March 16, 2017

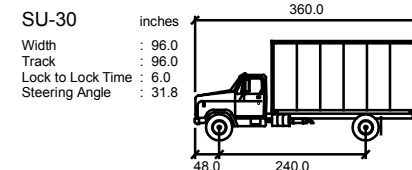
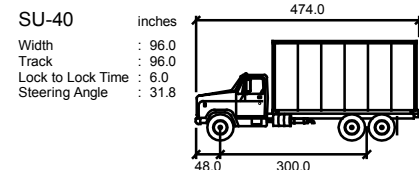
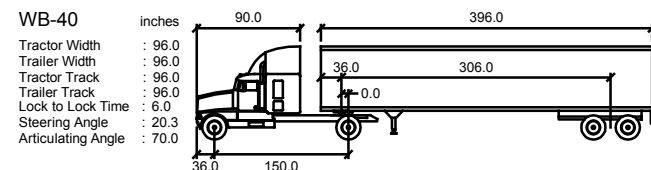
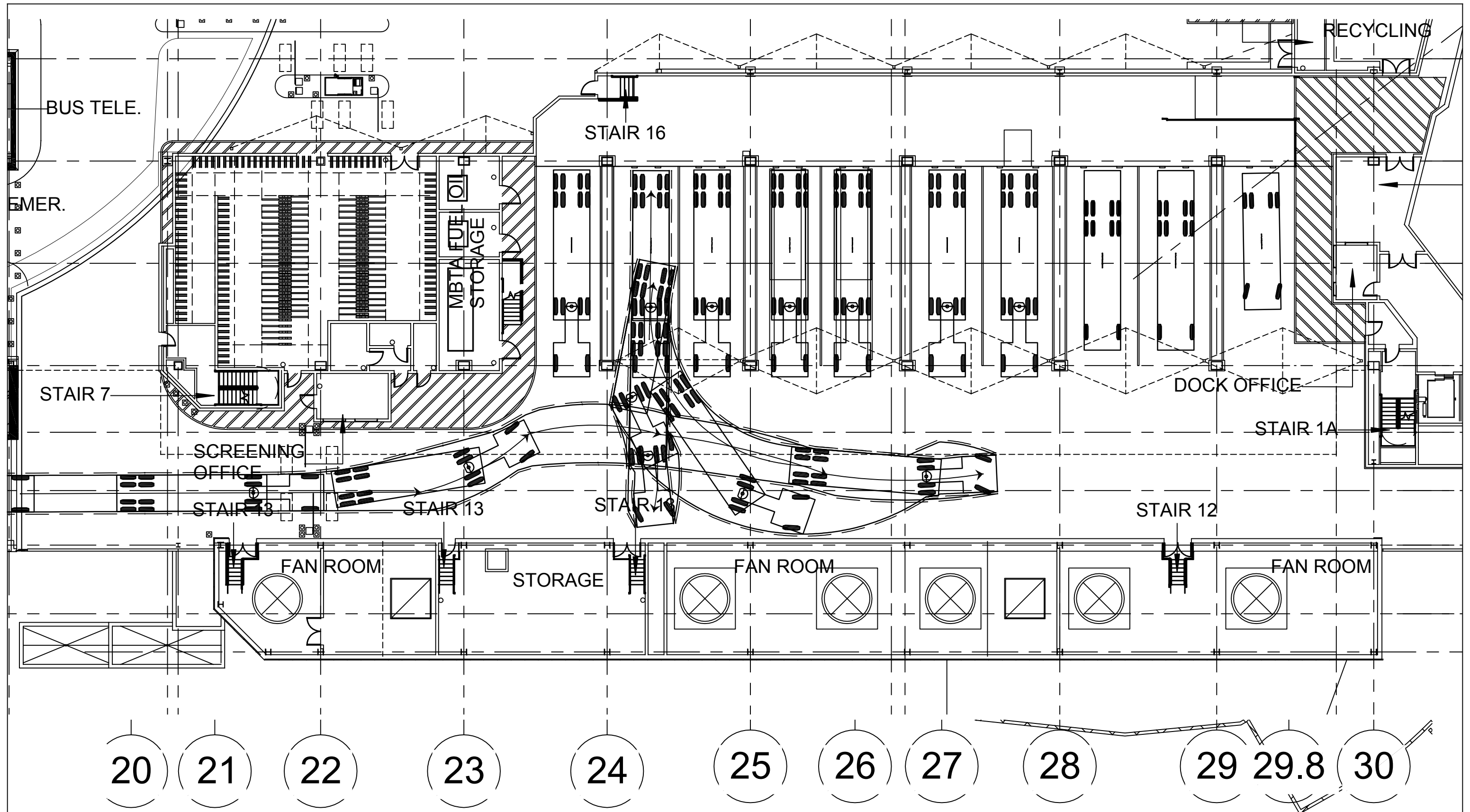
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20 Park Plaza
 Suite 1202
 Boston, MA 02116
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 617.350.5048 Fax
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Job: South Station Air Rights
 Job No: 16-2702.00
 Date: March 16, 2017

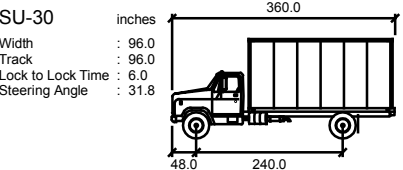
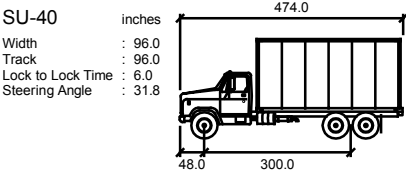
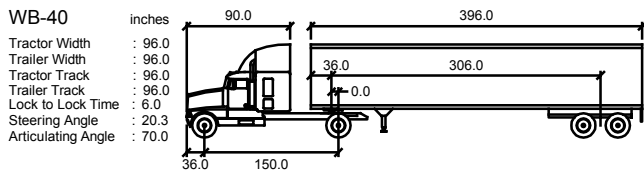
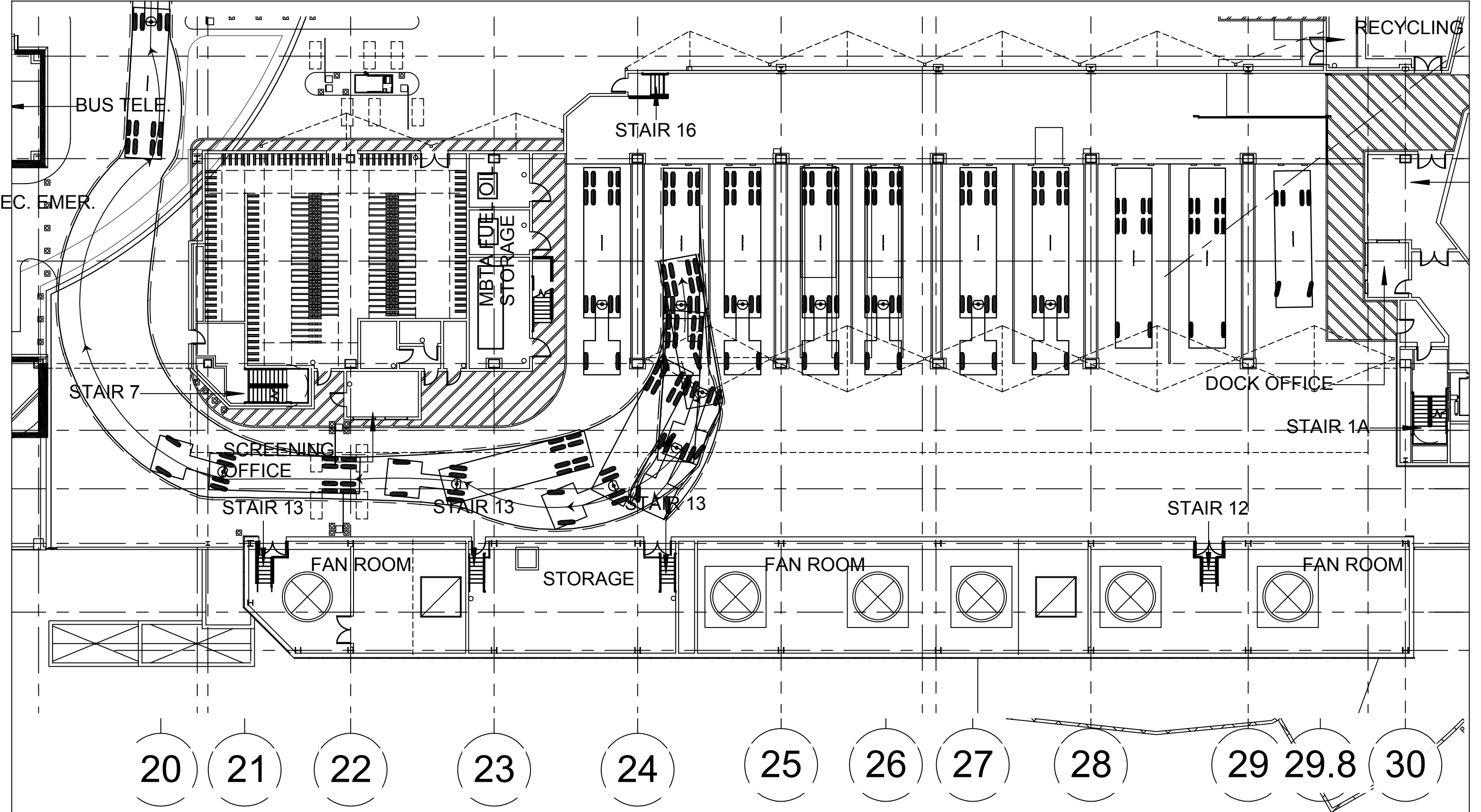
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 617.350.5048 Fax
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Job: South Station Air Rights
 Job No: 16-2702.00
 Date: March 16, 2017

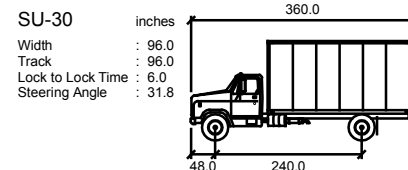
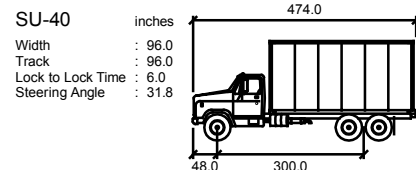
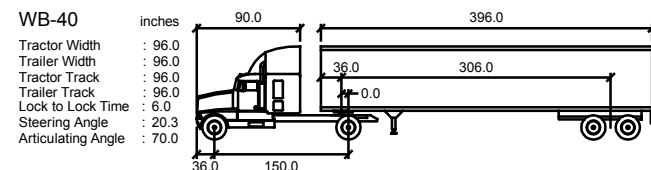
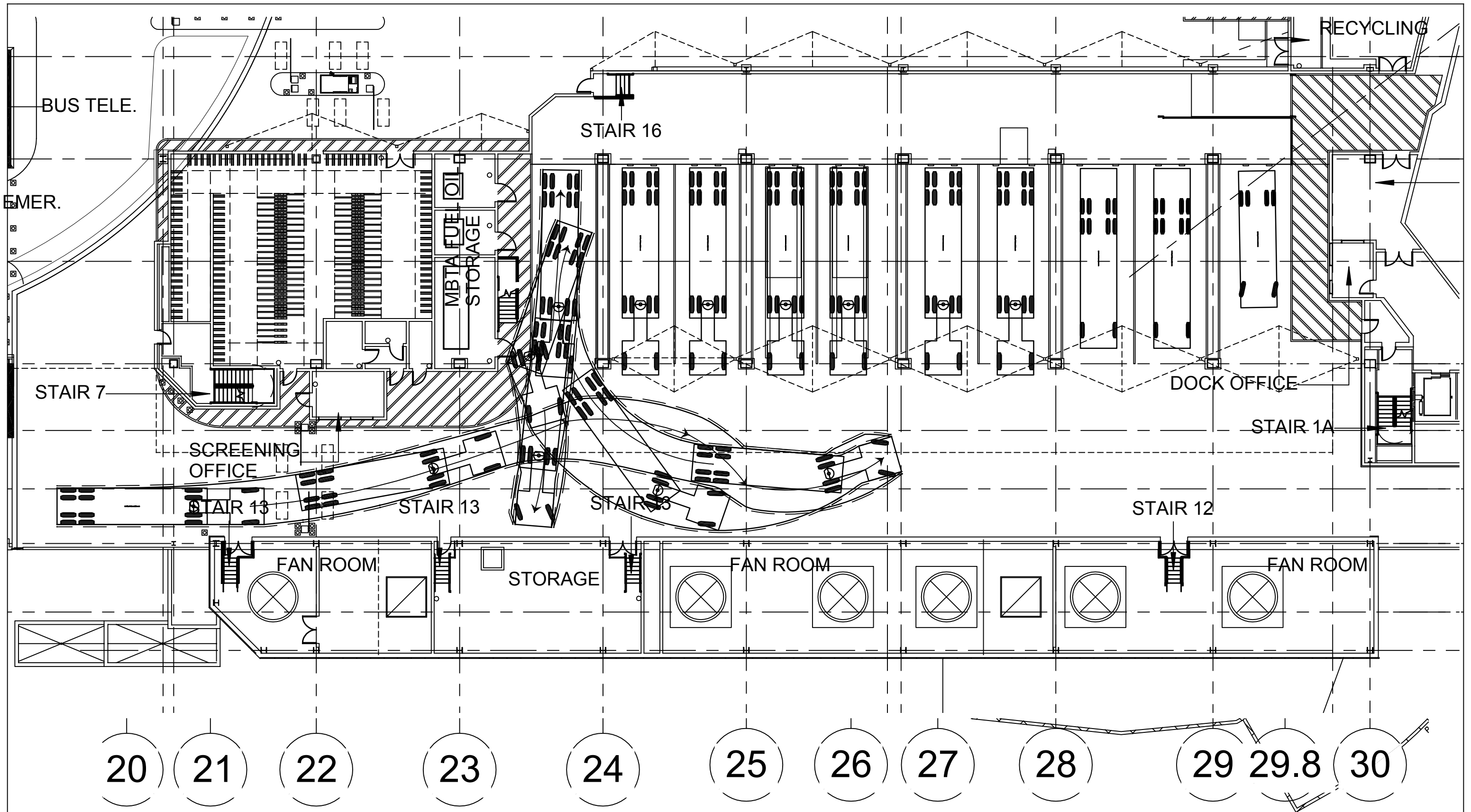
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20 Park Plaza
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617.350.5040 Ph
617.350.5048 Fax
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Job: South Station Air Rights
Job No: 16-2702.00
Date: March 16, 2017

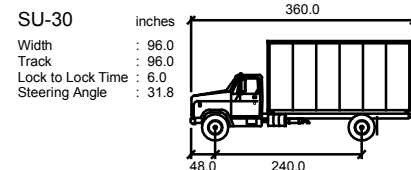
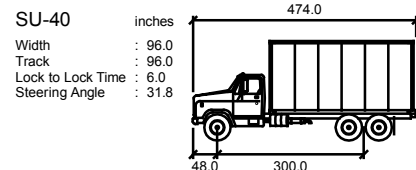
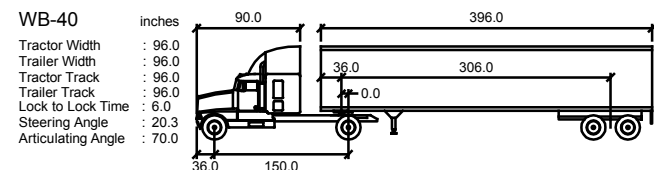
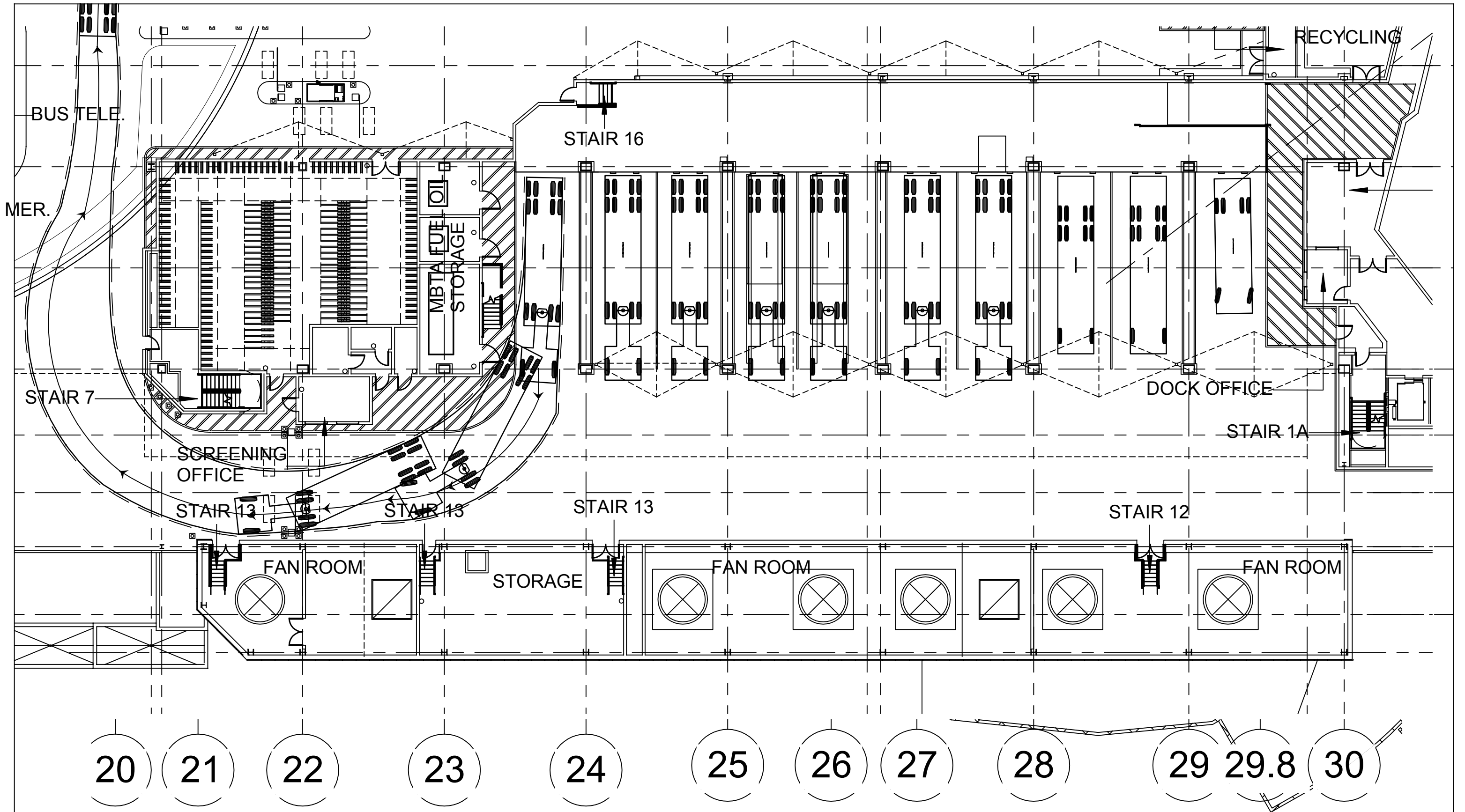
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Job No: 16-2702.00
Date: March 16, 2017

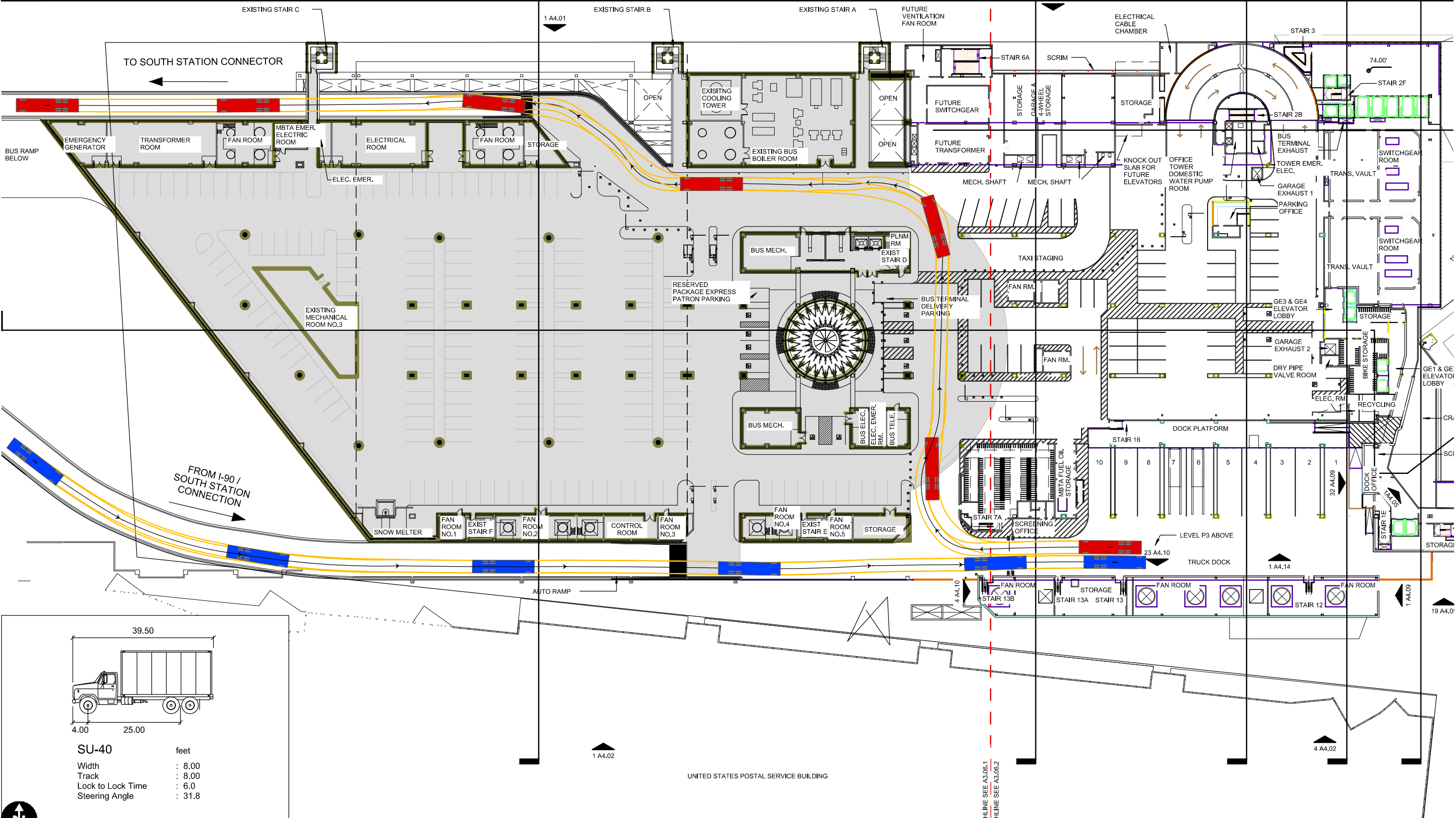
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Job: South Station Air Rights
 Job No: 16-2702.00
 Date: March 16, 2017

No.
SK-10a



South Station
Truck Dock Access
Entrance/Exit SU-40
Loading Dock Level
From I-90 and
South Station Connector

Transportation Access Plan Agreement - South Station Air-Rights Development - Boston, Massachusetts

TO SOUTH STATION CONNECTOR

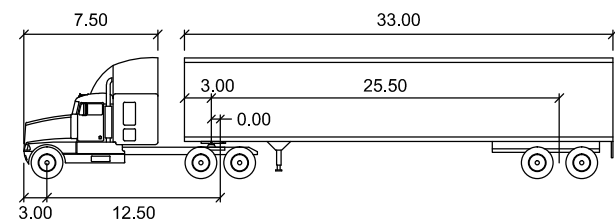
FROM I-90 / SOUTH STATION CONNECTION

UNITED STATES POSTAL SERVICE BUILDING

Scale in Feet

WB-40

feet	
Tractor Width	: 8.00
Trailer Width	: 8.00
Tractor Track	: 8.00
Trailer Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 20.3
Articulating Angle	: 70.0



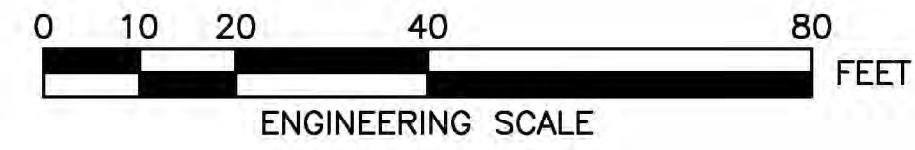
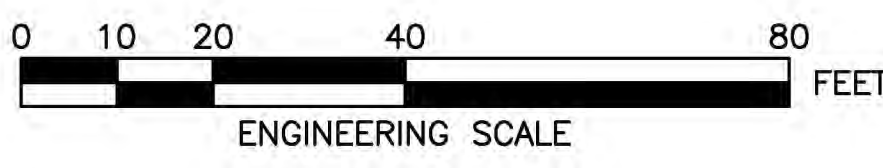
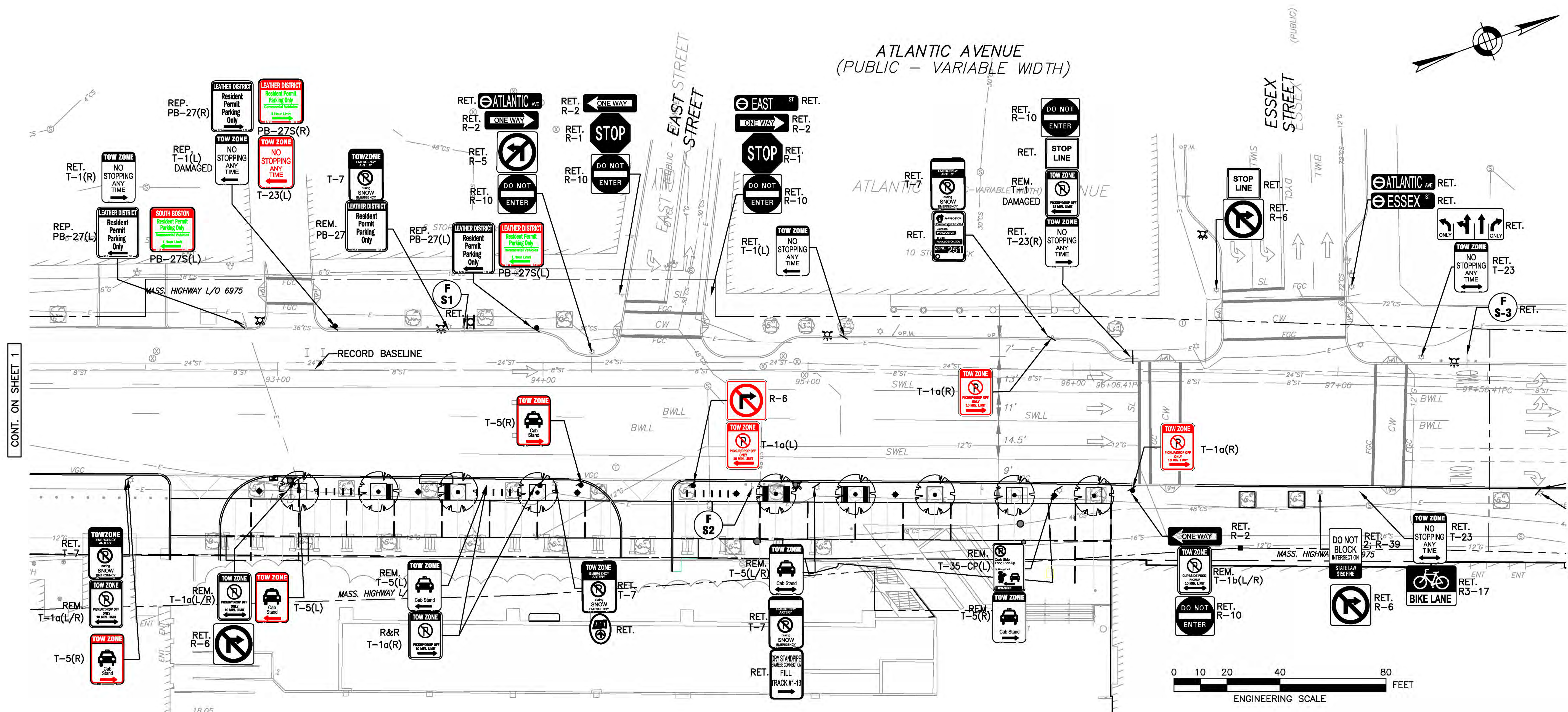
WB-40		feet	
Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.00	Steering Angle	: 20.3
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.00		



Vanasse & Associates, Inc.
Transportation Engineers & Planners

**South Station
Truck Dock Access
Entrance/Exit - WB-40
Loading Dock Level
From I-90 and
South Station Connector**

T:\7115 South Boston\Design\DWG\2017_0828 - 7115 Curb Use_Signing Plan.dwg 8/29/2017 9:01 AM EDT



DRAFT - FOR REVIEW ONLY
CONCEPT PLAN


BOSTON
TRANSPORTATION
DEPARTMENT

DESIGNED BY B. PENDLETON
DRAWN BY B. PENDLETON
CHECKED BY J. CARMODY
APPROVED BY S. BOUDREAU

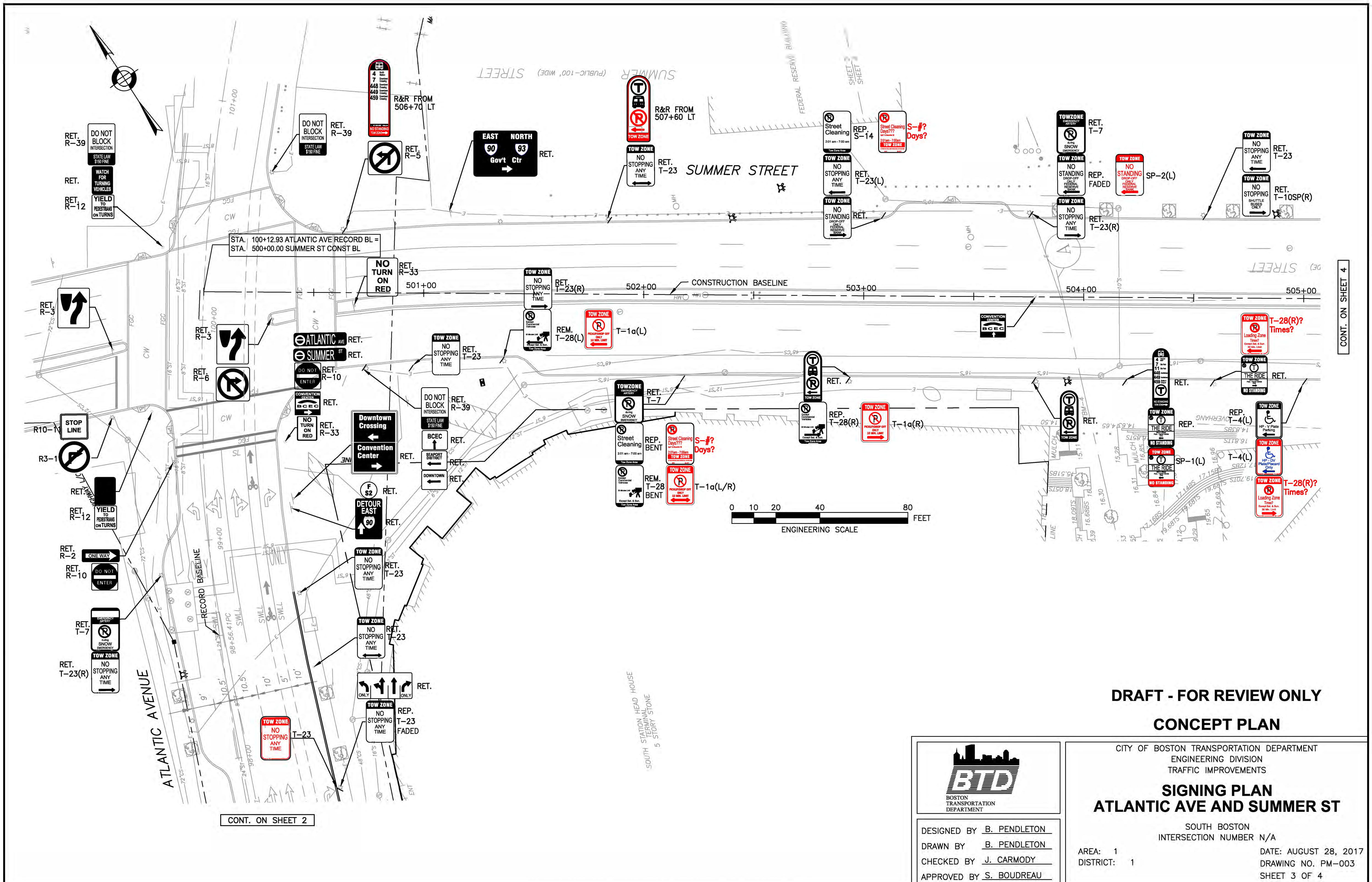
CITY OF BOSTON TRANSPORTATION DEPARTMENT
ENGINEERING DIVISION
TRAFFIC IMPROVEMENTS

SIGNING PLAN
ATLANTIC AVE AND SUMMER ST

SOUTH BOSTON
INTERSECTION NUMBER N/A

AREA: 1
DISTRICT: 1

DATE: AUGUST 28, 2017
DRAWING NO. PM-002
SHEET 2 OF 4



DRAWING PREPARED BY VANASSE & ASSOCIATES INC., ANDOVER, MA

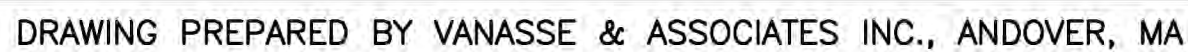


Exhibit B

Legal Description

[Attached]

EXHIBIT A

LEGAL DESCRIPTION

Atlantic Avenue
Boston, Massachusetts

A parcel of land situated in the City of Boston, Suffolk County, Commonwealth of Massachusetts, being more particularly bounded and described as follows:

Beginning at a point on the Southeasterly side of Atlantic Avenue, being a distance of 325.97 feet southwest of the intersection of Atlantic Avenue and Summer Street.

Thence S 69° 56' 47" E, a distance of 78.33 feet to a point;

Thence N 72° 14' 01" E, a distance of 78.17 feet to a point;

Thence N 17° 45' 59" W, a distance of 77.29 feet to a point;

Thence N 72° 14' 01" E, a distance of 153.83 feet to a point;

Thence S 17° 45' 59" E, a distance of 146.30 feet to a point;

Thence S 20° 03' 13" W, a distance of 44.34 feet to a point;

Thence S 63° 51' 53" E, a distance of 118.05 feet to a point;

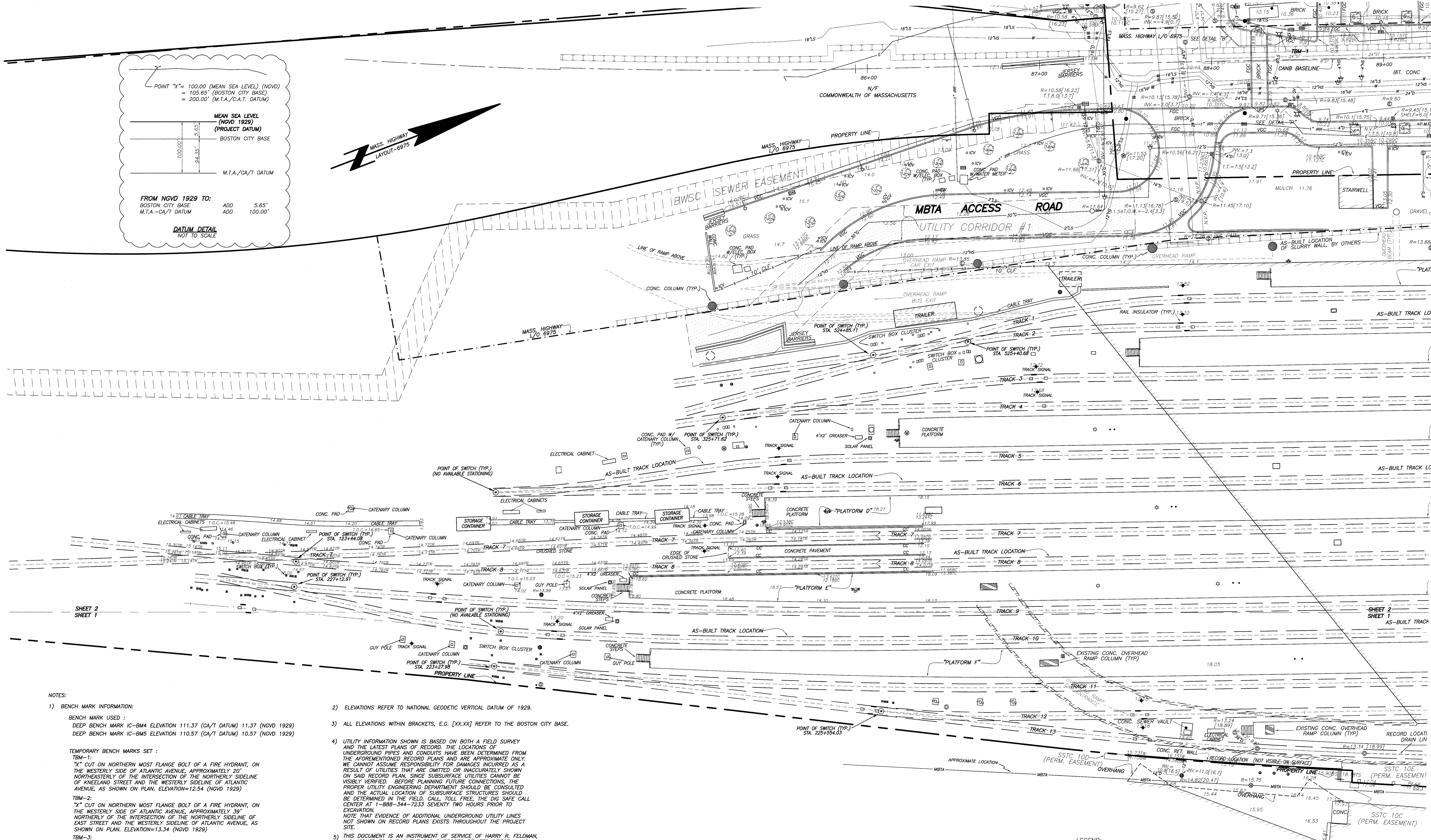
Thence S 26° 08' 07" W, a distance of 866.75 feet to a point;

Thence N 84° 04' 50" W, a distance of 287.28 feet to a point;

Thence N 69° 56' 47" W, a distance of 50.89 feet to a point on the Southeast sideline of Atlantic Avenue;

Thence N 20° 03' 13" E, along the Southeasterly sideline of Atlantic Avenue, a distance of 901.13 feet to the point of beginning;

The above described Parcel containing 358,010 square feet more or less.



NOTES:

1) BENCH MARK INFORMATION:

BENCH MARK USED :
DEEP BENCH MARK IC-BM4 ELEVATION 111.37 (CA/T DATUM) 11.37 (NGVD 1929)
DEEP BENCH MARK IC-BM5 ELEVATION 110.57 (CA/T DATUM) 10.57 (NGVD 1929)

TEMPORARY BENCH MARKS SET :

TBM-1:
"X" CUT ON NORTHERN MOST FLANGE BOLT OF A FIRE HYDRANT, ON THE WESTERLY SIDE OF ATLANTIC AVENUE, APPROXIMATELY 20' NORTHEASTERLY OF THE INTERSECTION OF THE NORTHERLY SIDE OF KNEELAND STREET AND THE WESTERLY SIDE OF ATLANTIC AVENUE, AS SHOWN ON PLAN. ELEVATION=12.54 (NGVD 1929)

TBM-2:
"X" CUT ON NORTHERN MOST FLANGE BOLT OF A FIRE HYDRANT, ON THE WESTERLY SIDE OF ATLANTIC AVENUE, APPROXIMATELY 39' NORTHERLY OF THE INTERSECTION OF THE NORTHERLY SIDE OF EAST STREET AND THE WESTERLY SIDE OF ATLANTIC AVENUE, AS SHOWN ON PLAN. ELEVATION=13.34 (NGVD 1929)

TBM-3:
CHISELED SQUARE ON THE SOUTHERLY MOST CORNER OF TRAFFIC SIGNAL CONCRETE BASE, LOCATED AT THE INTERSECTION OF THE EASTERLY SIDE OF ATLANTIC AVENUE AND THE SOUTHERLY SIDE OF SUMMER STREET, AS SHOWN ON PLAN. ELEVATION=15.69 (NGVD 1929)

TBM-4:
"X" CUT ON NORTHERN MOST FLANGE BOLT OF A FIRE HYDRANT, ON THE SOUTHERLY SIDE OF SUMMER STREET, APPROXIMATELY 348' FROM THE INTERSECTION OF THE EASTERLY SIDE OF ATLANTIC AVENUE AND SOUTHERLY SIDE OF SUMMER STREET, AS SHOWN ON PLAN. ELEVATION=17.14 (NGVD 1929)

TBM-5:
"X" CUT ON FLANGE BOLT OF A FIRE HYDRANT, ON THE EASTERLY SIDE OF PLATFORM H, AS SHOWN ON PLAN. ELEVATION=20.13 (NGVD 1929)

2) ELEVATIONS REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929.

3) ALL ELEVATIONS WITHIN BRACKETS, E.G. [XX.XX] REFER TO THE BOSTON CITY BASE.

4) UTILITY INFORMATION SHOWN IS BASED ON BOTH A FIELD SURVEY AND THE LATEST PLANS OF RECORD. THE LOCATIONS OF UNDERGROUND PIPES AND CONDUITS HAVE BEEN DETERMINED FROM THE AFOREMENTIONED RECORD PLANS AND ARE APPROXIMATE ONLY. WE CANNOT ASSUME RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES THAT ARE OMITTED OR INACCURATELY SHOWN ON SAID RECORD PLANS. SINCE SUBSURFACE UTILITIES CANNOT BE VISIBLY VERIFIED, BEFORE PLANNING FUTURE CONNECTIONS, THE PROPER UTILITY ENGINEERING DEPARTMENT SHOULD BE CONSULTED AND THE ACTUAL LOCATION OF SUBSURFACE STRUCTURES SHOULD BE DETERMINED IN THE FIELD. CALL TOLL FREE, THE DIG SAFE CALL CENTER AT 1-888-344-7233 SEVENTY TWO HOURS PRIOR TO EXCAVATION. NOTE THAT EVIDENCE OF ADDITIONAL UNDERGROUND UTILITY LINES NOT SHOWN ON RECORD PLANS EXISTS THROUGHOUT THE PROJECT SITE.

5) THIS DOCUMENT IS AN INSTRUMENT OF SERVICE OF HARRY R. FELDMAN, INC. ISSUED TO OUR CLIENT FOR PURPOSES RELATED DIRECTLY AND SOLELY TO HARRY R. FELDMAN INC.'S SCOPE OF SERVICES UNDER CONTRACT TO OUR CLIENT FOR THIS PROJECT. ANY USE OR REUSE OF THIS DOCUMENT FOR ANY REASON BY ANY PARTY FOR PURPOSES UNRELATED DIRECTLY AND SOLELY TO SAID CONTRACT SHALL BE AT THE USER'S SOLE AND EXCLUSIVE RISK AND LIABILITY, INCLUDING LIABILITY FOR VIOLATION OF COPYRIGHT LAWS, UNLESS WRITTEN CONSENT IS PROVIDED BY HARRY R. FELDMAN, INC.

6) PROPERTY LINES AND M.H.D. EASEMENT (CA/T) LINES SHOWN ARE BASED ON A FULL SURVEY OF THE SITE. FOR CLARITY, EASEMENTS AND SIMILAR RIGHTS ARE NOT SHOWN ON THIS SHEET. REFER TO OTHER DRAWINGS BY HARRY R. FELDMAN, INC. FOR THIS INFORMATION.

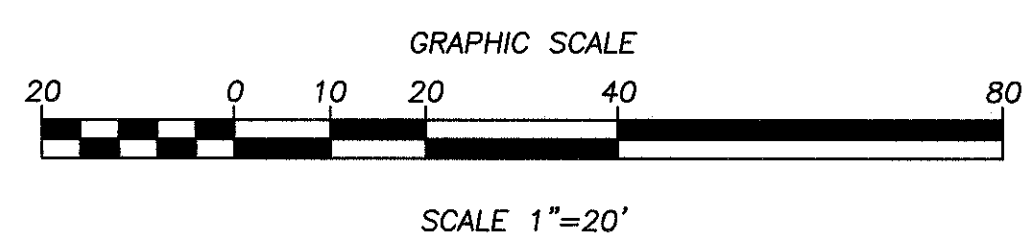
7) ADDITIONAL INFORMATION IS AVAILABLE ON THE RECORD CA/T DRAWINGS, RECORD UTILITY PLANS AND OTHER RECORD DRAWINGS OBTAINED BY HARRY R. FELDMAN, INC. AND OTHERS. THIS SURVEY INTENDS TO COMPLETE KEY LOCATION DATA INTO ONE SET OF DRAWINGS.

8) SURVEYS IN THE PLATFORM AREA AND THE AREA JUST NORTH OF TRACK 1 WERE PERFORMED WITH SLIGHT SNOW COVER. ALSO, SOME DEBRIS EXISTS IN THE TRAIN PIT AREA WHICH MAY OBSCURE SOME DETAIL.

9) STATIONINGS SHOWN HEREON ARE BASED ON DRAWINGS FROM THE CENTRAL ARTERY PROJECT'S RAILROAD MONITORING PROGRAM. SOME OF THE BASELINES HAVE NOT BEEN STATIONED IN THOSE DRAWINGS.

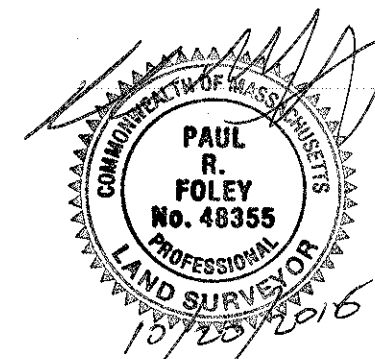
LEGEND:

SEWER MANHOLE	BOLLARD	SHRUB	RAILROAD TRACKS
DRAIN MANHOLE	OBSERVATION WELL	DECIDUOUS TREE	STREET LIGHTING
TELEPHONE MANHOLE	FIRE ALARM		FENCE
MBTA MANHOLE	TRAFFIC CONTROL BOX		HANDRAIL
STEAM MANHOLE	BORING		DRAIN
ELECTRIC MANHOLE	BITUMINOUS		COMBINED SEWER
WATER MANHOLE	CONCRETE		GAS
MANHOLE	FLUSH GRANITE CURB		WATER
HANDICAP RAMP	CONCRETE CURB		HIGH SERVICE WATER
GAS SHUT OFF	RECORD		LOW SERVICE WATER
WATER SHUT OFF	CALCULATED		HIGH FIRE SERVICE WATER
BOSTON WATER VALVE	TYPICAL		ELECTRIC
CATCH BASIN	DRILL HOLE		MBTA
CATCH BASIN-ROUND	STONE BOUND		TELEPHONE
UTILITY POLE	CONCRETE BOUND		CABLE TELEVISION
HYDRANT	P.O.B.		OVERHEAD WIRE
STAND PIPE	POINT OF BEGINNING		
MAIL BOX	INVERT ELEVATION		
TRAFFIC SIGNAL	T.T.		
PARKING METER	IMACCESSIBLE		
ELECTRIC HANDHOLE	NO VISIBLE PIPES		
TRACK SIGNAL	T.O.P.		
	T.O.D.		
	T.O.P.		
	MASSACHUSETTS HIGHWAY DEPARTMENT		
	CA/T		



RESEARCH JLC	FIELD CHIEF JSA	CHECKED	APPROVED	FILE NAME 11757-EXCON.DWG
CALC PRF	CADD PRF	FIELD CHECKED PRF	11757-1000-1000	JOB NO. 11757

No.	Date	Issue
1	4 MAY 07	PROGRESS
2	4 JUNE 07	FOR INFORMATION
3	10 JULY 07	AS BUILT TRACK COLUMNS
4	18 SEPT. 07	TRACK BASELINES
5	7 FEB. 08	BORING AND OB.WELL AS-BUILTS
6	15 FEB. 08	ADDENDUM NO. 15
7	17 SEPT. 08	MBTA DUCT ADDED BY P.O.
8	7 NOV. 08	TOPO AT MBTA MAINTENANCE ROAD
9	7 NOV. 08	PERMIT CHECK SET

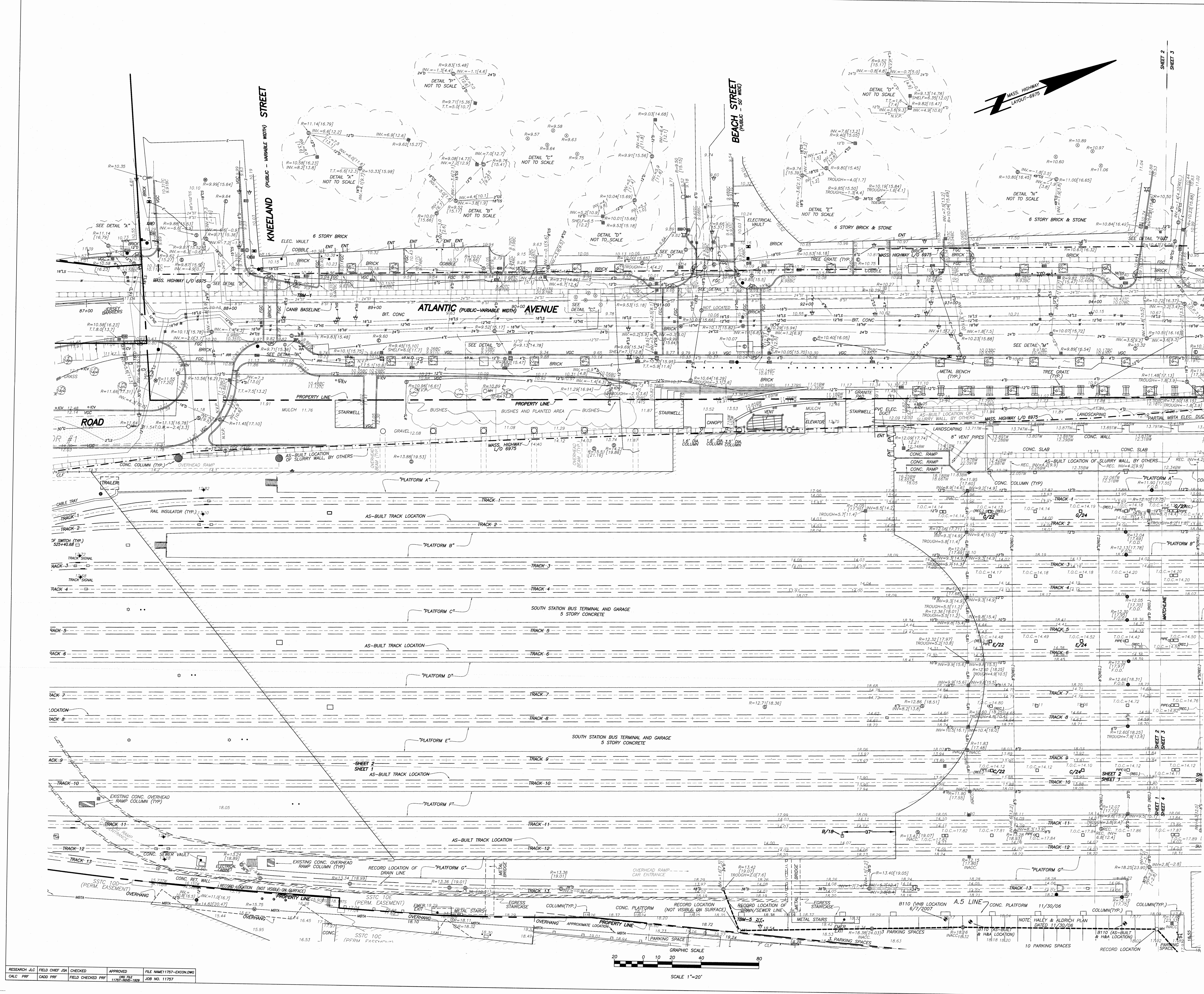


PREPARED BY:
HARRY R. FELDMAN, INC.
LAND SURVEYORS
112 SHAWMUT AVENUE
BOSTON, MASS. 02118
PHONE: (617)357-9740
WWW.HARRYR.FELDMAN.COM

FELDMAN
Professional Land Surveyors

BOSTON SOUTH STATION

FILE NAME	11757-EXCON
Drawing Title	BOSTON SOUTH STATION EXISTING CONDITIONS PLAN
Project Number	Drawing No.
KHA 06060	1 OF 4



No.	Date	Issue
1	4 MAY 07	PROGRESS
2	4 JUNE 07	FOR INFORMATION
3	10 JULY 07	AS BUILT TRACK COLUMNS
4	18 SEPT 07	TRACK BASELINES
5	7 FEB 08	BORING AND OBS WELL AS-BUILT
6	15 FEB 08	ADDENDUM NO. 15
7	17 SEPT 08	MTA DUCT ADDED BY P.O.
8	7 NOV 08	TOPO AT MTA MAINTENANCE ROAD
9	7 NOV 08	PERMIT CHECK SET



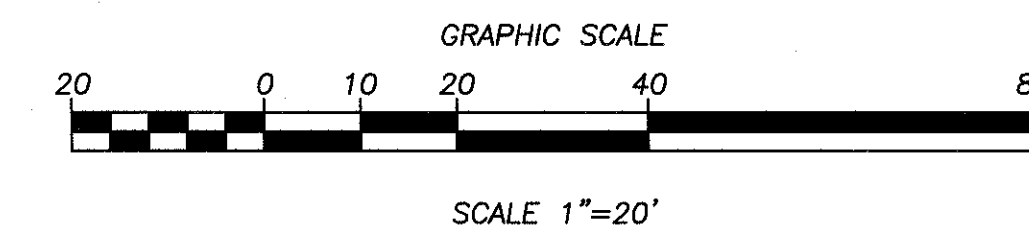
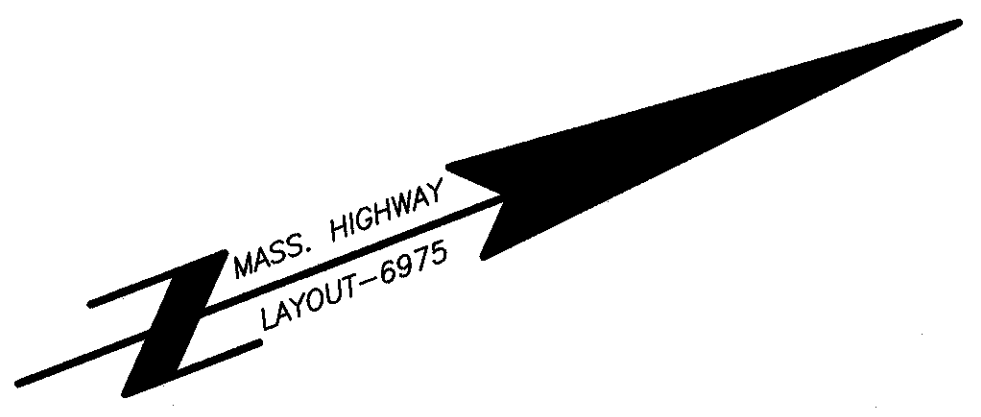
PREPARED BY:
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 LAND SURVEYORS
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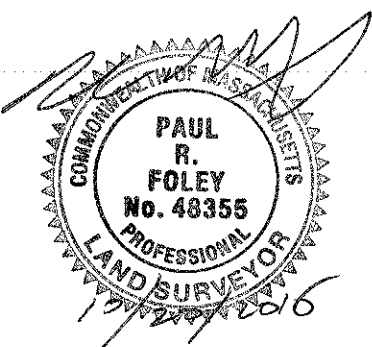
BOSTON SOUTH STATION

FILE NAME	11757-EXCON
Drawing Title	BOSTON SOUTH STATION EXISTING CONDITIONS PLAN
Project Number	KHA 06060
Drawing No.	2 OF 4

RESEARCH JLC	FIELD CHIEF JSA	CHECKED	APPROVED	FILE NAME 11757-EXCON.DWG
CALC PRF	CHD PRF	FIELD CHECKED PRF	11757-EXCON-1299	JOB NO. 11757



No.	Date	Issue
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2	4 JUNE 07	FOR INFORMATION
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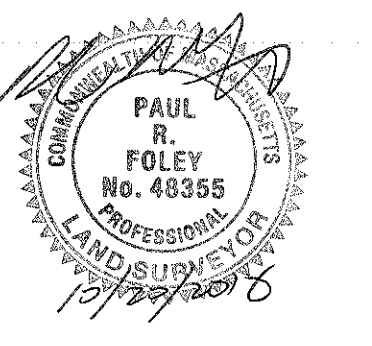
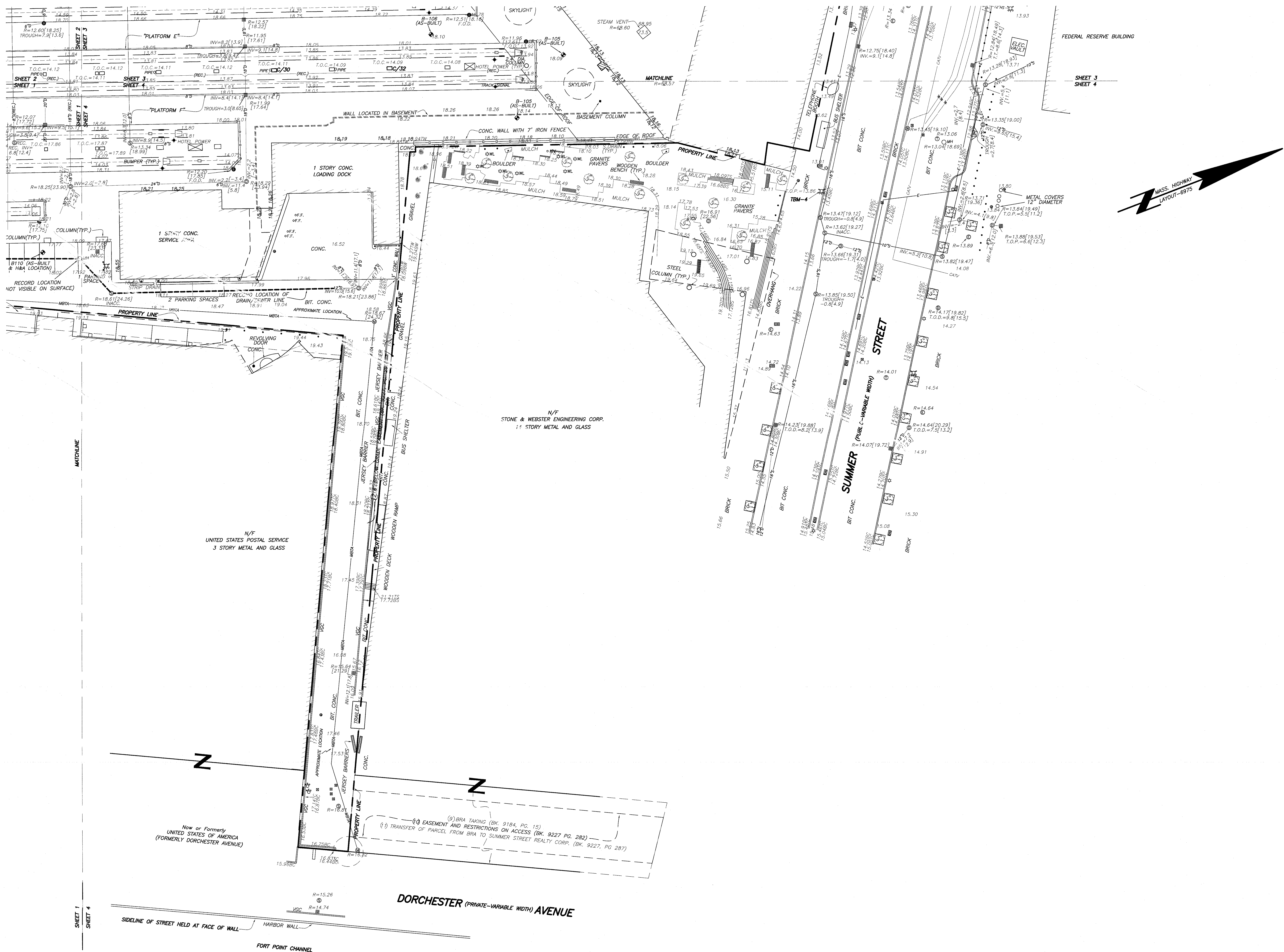
PREPARED BY:
HARRY R. FELDMAN, INC.
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FELDMAN
Professional Land Surveyors

BOSTON SOUTH STATION

FILE NAME	11757-EXCON
Drawing Title	BOSTON SOUTH STATION EXISTING CONDITIONS PLAN
Project Number	KHA 06060
Drawing No.	3 OF 4

RESEARCH JLC	FIELD CHIEF JSA	CHECKED	APPROVED	FILE NAME 11757-EXCON.DWG
CALC PRF	CADD PRF	FIELD CHECKED PRF	11757-0606-1029	JOB NO. 11757



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**BOSTON
SOUTH
STATION**

FILE NAME
11757-EXCON

**BOSTON SOUTH STATION
EXISTING CONDITIONS PLAN**

Project Number KHA 06060	Drawing No. 4 OF 4
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Exhibit C

Evidence of Authority

[Attached]



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

September 22, 2017

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of registration of a Foreign Limited Liability Company was filed in this office by

SOUTH STATION PHASE I OWNER LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 12, 2015**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that, said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify that the name of persons authorized to act with respect to real property instruments listed in the most recent filings are: **CHRISTOPHER D. HUGHES, DAVID PERRY**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth